



Hlk Grove Estates Homeowners' Association

April, 1984

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BYLAWS
OF
ELK GROVE ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I
Purposes

The purposes of the corporation are stated in its certificate of incorporation dated May 28, 1968 and Amendment thereto dated December 5, 1969. This Corporation does not contemplate pecuniary gain or profit to the Members thereof and in addition to all stated purposes contained in the Articles of Incorporation and Amendment thereto, the Corporation shall have the following purposes:

(a) To provide for the preservation of the values and amenities in a part as a planned unit development consisting of townhouses, custom residential lots and apartment houses located in Elk Grove Village, Cook County, State of Illinois, such part being more particularly described as Parcels A, B, C, D, E and G (collectively the Properties) on Exhibit "I" attached to the Declaration (hereinafter described) in accordance with Ordinance No. 508 adopted by the Village of Elk Grove Village, Illinois, on November 14, 1967; and for the maintenance of a lake and the land adjacent thereto designated as Parcel A (the "Common Properties") and described on the aforesaid Exhibit "I", together with parks, playgrounds, open spaces and other common facilities which may be constructed thereon; and, to this end, to promote the health, safety and welfare of the residents of the Properties and any additions thereto which may hereafter be brought within the jurisdiction of this Corporation as provided in the Declaration (as hereinafter defined) and to preserve the beautification of the Properties; and

(b) To acquire (by gift, purchase, or otherwise), own, hold, improve or build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in connection with the affairs of the Corporation; and

(c) Insofar as permitted by law, to do anything in the opinion of the Board of Directors, that will promote the common benefit and enjoyment of the owners, as hereinafter defined; provided that no part of any net earnings of the Corporation shall inure to the benefit of or be distributed to any Member, Director or Officer of the Corporation, or any private individual (except

that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no Member, Director or Officer of the Corporation, nor any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation, and provided further, that no part of the activities of the Corporation shall include carrying on propaganda or otherwise attempting to influence legislation or participating in, or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office; and

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration (as hereinafter defined), and reference to the Declaration is hereby made for all purposes. The Corporation also has such powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois.

ARTICLE II Definitions

The following words when used in these Bylaws, unless a different meaning or intent clearly appears from the context, shall have the following meanings:

(a) "Association" or "Master Association" shall mean and refer to Elk Grove Estates Homeowners Association, an Illinois not for profit corporation.

(b) "Articles" shall mean and refer to the Articles of Incorporation of the Association.

(c) "Existing Property" shall mean and refer to the land and premises to be known as Parcels "A", "B", "C", "D", "E" and "G", which is more fully described on Exhibit I to the Declaration (as hereinafter defined) and such additions thereto as may hereafter be brought within the jurisdiction of this Association by annexation as provided in the Declaration (as hereinafter defined).

(d) "Declaration" or "Master Association Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions and Restrictions applicable to the Properties and recorded as Document 20995530 in the office of the County Recorder of Cook County, Illinois,

and filed with the Registrar of Titles for Cook County, Illinois as Document #2477590 and as the same may be amended or supplemented from time to time as therein provided.

(e) "Common Properties" shall mean and refer to the lake and the land adjacent thereto designated as Parcel "A" and described on Exhibit I, to the Declaration together with any and all improvements that are now or may hereafter be constructed thereon.

(f) "Lot" shall mean and refer to (i) any plot or tract of land in Parcels B, C, E and G shown upon any recorded subdivision of plat of the Properties, as amended from time to time, which is designated as a lot therein and which is or is to be improved with a residential dwelling, and (ii) each Apartment Unit situated in Parcel D of the Properties.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage or other security device, shall not mean or refer to any mortgage or trustee under a deed of trust unless and until such mortgagee or trustee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) "Member" shall mean and refer to each Owner, provided that in the event any Owner is a land trust, each beneficiary of such land trust shall be a Member in lieu of such Owner.

(i) "Declarant" shall mean and refer to Vale Development Company, an Illinois corporation, and any of its successors and assigns who shall acquire more than one undeveloped Lot for the purposes of improving same with a residential dwelling and who shall receive by assignment from Vale Development Company, its successors or assigns, all or a portion of its rights under this Declaration.

(j) "Trust" shall mean and refer to the Chicago Title and Trust Company as Trustee under Trust Agreement dated March 25, 1969 and known as Trust #53436 and any of its successors and assigns who shall acquire from said Trustee all or any portion of Parcel D on which one or more multi-family buildings is or can be placed, and who shall receive by assignment from the Chicago Title

and Trust Company, its successors or assigns all or a portion of its rights under this Declaration.

(k) "Parcel Association" shall mean the following associations which are subject to the Declaration (except the real property or associations on the real property known as Parcel F, as defined in the Declaration and the amendments thereto):

- Parcel B - Elk Grove Estates Custom Lots Association
- Parcel C - Elk Grove Estates Townhome Condominium
Parcel C Association
- Parcel D - Village on the Lake Homeowners' Association, Park Orleans Condominium Association and any other association which shall be formed on the real property known as Parcel D
- Parcel E - Elk Grove Estates Townhome Condominium
Parcel E
- Parcel G - Elk Grove Estates Townhouse Association II

(l) "Parcel Board" shall mean the Board of Directors of a Parcel Association.

(m) "Sub-Association" shall mean a Parcel Association.

(n) "Majority" shall mean more than fifty percent (50%). When the term "Majority", or any higher percentage, is used without qualification, the term shall mean that fraction of those Members who are present at a meeting at which a quorum is present.

(o) "Qualified Member" shall mean a Member of the Association, who according to the Declaration and these Bylaws, is eligible to vote, either in person or by proxy.

(p) "Membership" shall mean the Members of all classes collectively.

ARTICLE III Offices

Section 1. The principal office of the Association shall be located in the Village of Elk Grove Village, County of Cook, State of Illinois.

Section 2. The Association may also have offices at such other places, within the State of Illinois as the Board

of Directors may from time to time determine or as the business of the Association may require.

ARTICLE IV
Membership and Voting Rights in the Association

Section 1. Membership. Every Owner (including Declarant and the Beneficiaries of the Trust) of a Lot shall automatically be a Member of the Association.

Section 2. Classes of Membership. The Association shall have two (2) classes of Members:

CLASS A. Class A Members shall be all Owners of Lots situated in Parcels B, C, E and G of the Properties, with the exception of Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS C. The Class C Members shall be the Owners of Apartment Units in Parcel D, as that term is defined in the Declaration. When more than one person is the owner of an Apartment Unit, all such Owners shall be Class C Members; provided, however, that the vote to which each Apartment Unit is entitled may be cast only as the Owners of that Apartment Unit among themselves shall determine. In accordance with the Master Association Declaration, the total Parcel D vote shall not exceed 36% of the total vote of the members of the Master Association, and the Parcel D Members shall among themselves determine the allocation of said 36%. Class C Members shall not be entitled to vote on any special assessments included within category (d) of Section 3, Article V of the Master Association Declaration.

Section 3. Voting by Parcel Associations and Payment of Assessments. Notwithstanding anything herein contained to the contrary, the Elk Grove Estates Custom Lots Association (Parcel B); the Elk Grove Estates Townhome Condominium Parcel "C" Association (Parcel C); the Elk Grove Estates Townhome Condominium Parcel "E" (Parcel E); the Elk Grove Estates Townhouse Association II (Parcel G); Village on the Lake Homeowners' Association (part of Parcel D); Park Orleans Condominium Association (part of Parcel D) and any other association or associations subsequently formed as a part of

Parcel D, all of which have been or may hereafter be formed as Illinois condominiums or Illinois not-for-profit Corporations under the aforesaid names or such other names as they may select for the purpose, among other things, of maintaining and administering the common areas and facilities in Parcels B, C, D, E and G, respectively, of the Properties, shall have and exercise all of the voting rights of the Members who are members of each respective Parcel Association, and each such association shall collect from and pay for and on behalf of its respective Members, all Annual and Special Assessments required to be paid by such Members to the Master Association pursuant to the provisions of Article V of the Declaration; provided, however, that each such Member shall have and exercise individually his voting rights in this Corporation with regard to any actions authorized by Section 3(f) of Article IV or by Section 7 of Article V and under Article X of the Declaration.

Section 4. Collection of Past Due Assessments. In accordance with agreements made between the Master Association and the respective Parcel Associations, each Parcel Association agrees to remit on a monthly basis all assessments due to the Master Association from the Members of that Parcel Association, whether or not such funds have actually been collected from the Parcel Association Members; provided, however, that if a Member is delinquent in his or her assessment to the Master Association for a period of 60 days, the Parcel Association and Master Association shall jointly retain legal counsel to pursue any non-payment of the assessment, and any legal fees and costs incurred relative to collection proceedings shall be shared on a pro rata basis by each Association in the same ratio as the assessments due to each Association. In the event that any such delinquent payments are not collected after a period of six (6) months following initiation of such legal action, the Master Association shall refund to the Parcel Association all such monies received from the Parcel Association for the delinquent Member's account.

Section 5. Suspension of Membership. During any period in which a Member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights, the right to hold office and right to use of the recreational facilities of such Member may be suspended by the Board of Directors until such assessment has been paid.

The right to use of the recreational facilities may be suspended for any Member or Associate Member, his family and guests for a period not to exceed thirty (30) days, for violation of a rule or regulation or resolution established by the Board of Directors governing the use of the Common Pro-

perties and facilities provided that the following procedure is followed by the Board: (a) a written notice setting forth the rule or regulation violated and the circumstances under which it was violated shall be sent by mail at least six (6) days before the suspension is to take effect; (b) the Member shall have five (5) days in which to make a written request for a hearing; (c) if the member requests a hearing, the suspension shall not take effect until the hearing has been held.

Section 6. Associate Membership. Every person who is a record owner of and resides on any lot which is located in that section adjacent to the Properties and described as Parcel F ("Parcel F") on the Map referred to in Section 1 of Article II of the Declaration, shall have the right to voluntarily become an Associate Member of the Association upon making written application therefor and paying annual associate membership dues, as the Board of Directors may prescribe by rule or regulation, but in no event shall such dues for each Associate Member be less than 100% nor more than 125% of the annual assessment charges for each Lot owned by a Class A Member assessed under categories (a) and (c) of Section 3 of Article V of the Declaration. The dues collected from an Associate Member shall at all times be allocated in the same manner as the aforesaid annual assessment charges paid by a Class A Member. Associate membership shall be for one calendar year and may be renewed in accordance with this Section 5 and in accordance with Section 5 of Article III of the Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner of any lot in Parcel F shall have more than one associate membership. The rights to associate memberships shall be appurtenant to and may not be separated from ownership of any lot in Parcel F. Ownership of such Lot, written application and tender of the associate membership dues, as the Board of Directors shall require, as hereinabove set forth, shall be the only qualifications for associate membership. Associate Members shall not have the right to vote or hold office in the Association. Notwithstanding anything contained herein to the contrary, including Section 3(e) of Article IV of the Declaration, the Association shall have the right to charge Associate Members reasonable additional dues as admission fees (annual or otherwise) as the Board of Directors may in its sole discretion determine, for the use of any capital improvement constructed on the Common Properties by the Association for which Members were charged a Special Assessment under categories (b) and/or (d) of Section 3 of Article V of the Declaration.

ARTICLE V
Property Rights and Rights of Enjoyment

Section 1. Easements of Enjoyment.

(a) Subject to the provisions of Section 3 of this Article, the following persons shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot:

(i) Each Member and each individual in his family residing with him on his Lot.

(ii) Each Associate Member and each individual in his family residing with him in Parcel F.

(iii) Each tenant and contract purchaser of each Member or Associate Member (and each individual in the respective families of each residing with them) who resides on a Lot in the Properties or a lot in Parcel F, as the case may be, owned by such Member or Associate Member, provided that such tenant or contract purchaser shall have a right and easement of enjoyment in and to the Common Properties in lieu of such Member or Associate Member and their respective families.

(b) Each Resident of Parcel D shall have a right and easement of enjoyment in and to the lake and park areas of the Common Properties, but not in and to any swimming pools, tennis courts or other recreational facilities which may be situated upon the Common Properties.

Section 2. Irrespective of the fact that Section 3 of Article IV of the Declaration gives the Association the right to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Properties, this right shall not be exercised as to Members or Associate Members for a period of five years from the date of recordation of the Declaration, and after this period, only upon written approval of two-thirds (2/3) of the entire membership. This Section 2 shall not bar the Board of Directors from charging Associate Members reasonable dues in lieu of special assessments as provided in Section 5 of Article III of the Declaration.

ARTICLE VI
Board of Directors: Selection and Term of Office

Section 1. Number. The affairs of the Master Association shall be managed by a Board of nine (9) directors who shall be Members of the Association.

Section 2. Nomination and Election. The Members of each Parcel may nominate, as they among themselves agree, at least one Member of their Association who shall then be a candidate for election at the annual meeting of the Master Association to be a Director on the Master Association Board of Directors, to represent that Parcel Association for a term of three (3) years. The Parcel Association shall then send written notification of such nomination to the chairperson of the Master Association Nominating Committee, or any other such person so designated by the Master Association to receive such nominations, and the name of such nominee shall then be included on the official list of candidates presented to the Master Association Members at the time of the Master Association's annual meeting; provided, however, that nominations for the position of Parcel Association Director may also be made from the floor at the time of the annual meeting of the Master Association by any Qualified Member of a Parcel Association which is entitled to nominate a candidate. The person so nominated must be a member of the Parcel Association which is entitled to nominate a candidate.

(NOTE: At the annual meeting of the Master Association held in 1973, it was agreed, in order to assure continuity on the Board of Directors, that Parcels B, C, E and G should each seat one Director on the Master Association Board, and Parcel D should seat three (3) Directors, as the Parcel D Members among themselves determine. The seating was to follow the sequence established at the 1973 annual meeting which was recorded in the minutes of such meeting.)

In accordance with the sequence established in 1973 and brought up to date in the 1983 revision of these By-laws, Directors to represent Parcel Associations shall be elected at the 1983 annual meeting and each annual meeting thereafter, as follows:

At the 1983 Annual Meeting and every third Annual Meeting thereafter:

- 1 Director from Parcel D to represent the Members of Village on the Lake Homeowners Association.
- 1 Director from Parcel D to represent the Members of Park Orleans Condominium Association and the Members of any other Association or Asso-

ciations in Parcel D which may hereafter be formed.

- 1 Director from Parcel C to represent the Members of Elk Grove Estates Townhome Condominium Parcel "C" Association.

At the 1984 Annual Meeting and every third Annual Meeting thereafter:

- 1 Director from Parcel E to represent the Members of Elk Grove Estates Townhome Condominium Parcel "E".
- 1 Director from Parcel G to represent the Members of Elk Grove Estates Townhouse Association II.
- 1 Director from Parcel D to represent the Members of Village on the Lake Homeowners Association.

At the 1985 Annual Meeting and every third Annual Meeting thereafter:

- 1 Director from Parcel B to represent the Members of Elk Grove Estates Custom Lots Association.
- 2 Directors-at-Large to represent all the Members of the Master Association, provided that both Directors-at-Large may not be Members of the same Parcel Association.

The election of the Directors shall be governed by the rules, regulations and procedures of the Master Association and these Bylaws. Each Director shall hold office until his successor has been elected or appointed.

Section 3. Vacancies and Removal. Any Director may be removed from the Board of Directors by a majority vote of the Members. In the event of the death, resignation, or removal of a Director, a successor shall be appointed by the Parcel Board which that Director represented, or, if the vacancy is in the position of Director-at-Large, a successor shall be appointed by the Board of Directors of the Master Association. All appointments shall be for the remainder of the unexpired term of the predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association.

However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 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.

Section 6. Alternates. In addition to the nine (9) Members elected to serve as Directors as set forth in Section 2 of Article VI of these Bylaws, the Board of Directors of each Parcel Association shall appoint an alternate Director (herein referred to as "Alternate"), who shall be entitled to represent that Parcel Association at all meetings of the Master Association, if the Director from that Parcel is unable to attend. During the absence of a Director, the Alternate from that Parcel may act on behalf of the Director for all purposes. The term of appointment for an Alternate shall be concurrent with the term of the elected Director. Alternates for the Directors-at-Large shall be appointed by the Board of Directors of the Master Association.

ARTICLE VII Meetings of Directors

Section 1. Regular Meetings of the Board of Directors. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at another time within seven (7) days, such date to be agreed upon by the Board of Directors.

Section 2. Special Meetings of the Board of Directors. 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 written notice delivered to each director. Only those matters stated in the Notice of such Special Meeting shall be discussed and decided upon at a Special Meeting.

Section 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.

ARTICLE VIII
Nomination and Election of Directors

Section 1. Nominating Committee; Appointment and Duties. There shall be a Nominating Committee consisting of three (3) Members: A chairperson who is a Member of the Board of Directors, one person who shall be a Class C Member from Parcel D, and one person who shall be a Member from either Parcel B, C, E or G. The Nominating Committee shall be appointed by the Board of Directors.

The Nominating Committee shall advise each Parcel Association, at least ninety (90) days prior to the expiration of the term of office for the Director from that Parcel, that nominations of Parcel Members are requested for the Master Association Board of Directors and should be sent to the chairperson of the Nominating Committee, in accordance with Article VI of these Bylaws.

The Nominating Committee shall prepare the official list of candidates for election when the names of the nominees are received from the Parcel Associations, or, in the case of Directors-at-Large, when the names of nominees are submitted by any Parcel.

The chairperson of the Nominating Committee will read the official list of candidates at the Annual Meeting of the Master Association and shall then announce that additional nominations will be accepted from the floor in accordance with Section 2 of Article VI of these Bylaws. Any such nominations made from the floor shall then be included with, and be considered a part of the official list of candidates.

Section 2. Voting by Members.

(a) Each Member of the Association, who is present in person or by proxy, and is qualified to vote in accordance with the Covenants and these Bylaws, shall be entitled to vote.

(b) Cumulative Voting: As stated in the Articles of Incorporation and Amendment thereof, each qualified Member present or voting by proxy at a meeting duly called for the election of Directors in accordance with the Declaration and the Bylaws of this Association, may cast a single vote multiplied by the number of candidates standing for election and such Member, or his duly appointed proxy, may cast these votes, in any combination of whole numbers, among the candidates standing for election, provided that the total vote cast by the Mem-

ber or his duly appointed proxy does not exceed the number of votes each Member is entitled to cast at such election of Directors.

(c) Block Voting by Parcel Associations: When the Board of the Association, at a Special Meeting or Annual Meeting duly called, has been presented with a copy of a Resolution signed by the Board of Directors of a Parcel Association together with a copy of the Minutes of an open board meeting of that Parcel Association which set forth the name of the Member from that Parcel who is designated to cast the votes of all the Members of said Parcel, and the Resolution so presented by its terms is still in full force and effect, then all the votes which the Members of that Parcel Association would be entitled to cast may be cast by that duly appointed Member.

Section 3. Election. Election to the Board of Directors shall be by secret ballot. At such election (subject to Section 2 of this Article) the Members or their proxies may cast as many votes as they are entitled to under the provisions of the Declaration and the Articles of Incorporation. The persons receiving the largest number of votes shall be elected. In any election of Directors-at-Large, the candidate receiving the highest number of votes shall be elected as the first Director at Large. Any other candidates for Director-at-Large who are Members of the same Parcel Association as the first Director-at-Large, shall then be ineligible to serve as the second Director-at-Large. Of the eligible candidates who remain, the candidate receiving the next highest number of votes shall be elected as the second Director-at-Large.

ARTICLE IX

Powers and Duties of the Board of Directors

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

(a) adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association by the Declaration, Articles or these Bylaws and not reserved to the membership by other provisions of these Bylaws, the Articles, or the Declaration;

(c) declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from four (4) consecutive regular meetings of the Board of Directors, and

(d) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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 to the Members at the annual meeting of the Members or at any special meeting, when such statement is requested in writing by the Members entitled to cast one-fourth (1/4) of the votes of the Association;

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

(c) as more fully provided herein, and in the Declaration, to;

(i) fix the amount of the annual assessment period, as provided in Article V of the Declaration, and

(ii) send written notice of each assessment to every Owner subject thereto to at least thirty (30) days in advance of each annual assessment period;

(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 for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Common Properties to be maintained (except as otherwise provided in the Declaration).

Section 3. Liability of the Board of Directors. The members of the Board of Directors shall not be personally liable to the Owners or others for any mistake or judgment or for any acts or omissions made in good faith as such Board member, or acting as the Board. The Owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Owners unless any such contract shall have been in bad faith or contrary to the provisions of the Declaration. It is also intended that the liability of any Owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the Board of Directors shall be limited to such proportion of the total liability thereunder as the Owner's vote bears to the total number of votes of the Members. Every agreement made by the Board of Directors or its agent(s) on behalf of the Owners shall provide that the members of the Board of Directors, or its agent, as the case may be, are acting only as Agents for the Association.

ARTICLE X
Committees

Section 1. The Board of Directors shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes, such as:

(a) A Recreation Committee which shall advise the Board of Directors on all matters pertaining to the recreational program and activities of the Association and shall perform such other functions as the Board, in its discretion determines;

(b) A Maintenance Committee which shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Properties, and shall perform such other functions as the Board in its discretion determines.

(c) A Publicity Committee which shall inform the Members of all activities and functions of the Association, and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interests of the Association; and

(d) An Audit Committee which shall supervise the annual audit of the Association's books and approve the statement of income and expenditures to be presented to the membership at its regular annual meeting. The Treasurer shall be an ex officio member of the Committee.

Section 2. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. The committee, after due investigation of any complaint, shall recommend to the Board of Directors any action it deems appropriate to satisfy said complaint.

ARTICLE XI
Meetings of Membership

Section 1. Meetings of the Members shall be held at the offices of the Association in the Village of Elk Grove Village, Cook County, State of Illinois, or at such other location within the Village of Elk Grove Village, County of Cook, State of Illinois, as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2. Annual Meetings. The annual meeting of the Membership, commencing with the year 1983, shall be held on the first Monday of December at 7:30 P.M. and on the first Monday of each succeeding December thereafter at 7:30 P.M., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board of Directors, delivered to the voting members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. At this meeting, they shall elect a Board of Directors in the manner provided in Article IV and Article VI of these Bylaws and transact such other business as may properly be brought before the meeting.

Section 3. Special Meetings of the Membership. Special meetings of the Members may be called by the president, or three members of the Board of Directors and shall be called by the Secretary upon written request of Members entitled to cast one-fourth (1/4) of all of the votes of the entire membership.

Section 4. Notice of Membership Meeting. Pursuant to the Covenants and Section 7 of this Article XI of these Bylaws written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten or more than fifty days before the day of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member entitled to vote at such meeting. Notice to a Parcel

Association, which has selected one of its Members to vote on behalf of all its Members in accordance with Article VIII, Section 2(c) of these Bylaws, shall constitute Notice to all the Members of that Parcel, provided that such Notice is not in conflict with voting provisions set forth in Article XI, Section 7 of these Bylaws and Article IV, Section 3(f), Article V, Section 7, Article X or any other provisions of the Declaration or these Bylaws which calls for individual votes of the Members.

Section 5. Purpose. Business transacted at any special meeting shall be confined to the purposes stated in the notice thereof.

Section 6. Quorum. Except as specifically set forth in Section 7 of this Article XI of these Bylaws the presence at any meeting of Members entitled to cast two-fifths (2/5) of the total votes of the Association, represented in person or by proxy, shall constitute a quorum at meetings of Members except as otherwise provided in the Declaration or the Articles. If, however, a quorum shall not be present or represented at any meeting of the Members, the Members present in person or represented by proxy shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. Quorum and Notice Requirements for Certain Meetings. Any meetings called to take action authorized by Section 3(f) of Article IV, Section 7 of Article V, or Article X of the Declaration require written notice at least thirty (30) and no more than sixty (60) days prior to the meeting, such notice shall set forth the purpose of such meeting. The quorum required for any action referred to in Section 3(f) of Article IV, Section 7 of Article V or under Article X shall be as follows:

At the first meeting called, as hereinafter provided, the presence at the meeting of Members, or of proxies, entitled to cast sixty (60) percent of all of the votes of the Association shall constitute a quorum. If the required quorum is not present at the meeting, one additional meeting may be called subject to the notice requirement hereinafter set forth, and the required quorum at such second meeting shall be thirty (30) percent of all of the votes of the Association; provided, however, that no such second meeting shall be held more than sixty (60) days following the first meeting.

Section 8. Majority Vote. Unless the vote of a greater number is required by law, or by the Declaration or Articles of Incorporation, the vote of the Members entitled to cast a majority of the votes thus represented at a meeting at which a quorum is present shall be the act of the Members at the meeting. If the term "majority" or any other fraction or percentage is used without further qualification, it shall be interpreted to mean a majority or the specified fraction or percentage of those votes represented at a meeting at which a quorum is present, and not a majority or the specified fraction or percentage of the total membership.

Section 9. Voting Rights. Each Member may cast as many votes as he is entitled to exercise under the terms and provisions of the Articles on each matter submitted to a vote at a meeting of Members, except to the extent that the voting rights of any Member have been suspended in accordance with these Bylaws. Each Parcel Association authorized to vote may cast as many votes as all the underlying Members of the Parcel Association could have cast. At each election for directors every Member entitled to vote at such election shall have the right to cast as many votes as he is entitled to exercise under the terms and provisions of the Articles, in person or by proxy.

Section 10. Proxies. A member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney in fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Each proxy shall be revocable unless expressly provided therein to be irrevocable, and in no event shall it remain irrevocable for a period of more than eleven (11) months from the date of its execution.

Section 11. List of Members. The officer or agent having charge of the corporate books shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof, arranged in alphabetical order, with the address of each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Association and shall be subject to inspection by any Member at any time during the usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 12. Record Date. The Board of Directors may fix in advance a date, not exceeding fifty (50) days preceding the date of any meeting of Members, as a record date for the determination of the Members entitled to notice of, and to

vote at, any such meeting, and any adjournment thereof, and in such case such Members and only such Members as shall be Members of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting and any adjournment thereof, notwithstanding any change of membership on the books of the Association after any such record date fixed as aforesaid.

Section 13. Action Without a Membership Meeting. Any action required by the statutes to be taken at a meeting of the Membership, or any action which may be taken at a meeting of the Membership, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the Members entitled to cast all of the votes with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of Members, provided such manner of voting is not in conflict with the Declaration, Articles of Incorporation or Bylaws.

ARTICLE XII Officers and Their Duties

Section 1. Enumeration of Offices. The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, who shall at all times be Members of the Board of Directors, and such other Officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at an organizational meeting of the Board of Directors, which shall be held on the same night as the Annual Meeting, immediately following the adjournment of the Annual Meeting and the election of the new Directors to the Board.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board 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 may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, 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 6. Vacancies. The Board of Directors may fill a vacancy in any office by appointment at the next Regular Meeting of the Board of Directors, and the Officer thus appointed shall serve for the remainder of the term of the Officer he is replacing.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except in the case of special offices created pursuant to Section 4 of this Article XII.

Section 8. Duties of the Officers. The duties of the officers are as follows:

(a) President: 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 leases, mortgages, deeds and other written instruments that require his or her signature that have been presented to the Board of Directors and which have been approved by the Board at a Regular or Special Meeting of the Association.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: 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 Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall supervise all monies of the Association including deposits, withdrawals, investments, mortgages, promissory notes, financial statements, annual audits if necessary, annual budgets and all other financial matters not specifically stated herein, giving a complete report to the Board of Direc-

tors at all Regular Monthly Meetings and Annual Meetings of the Membership as to the financial condition of the Association. A copy of such report shall be available to each Member upon request.

(e) The Secretary and Treasurer, with approval of the majority of the Board of Directors, may delegate all or part of their duties to an individual or business entity. Said delegation shall not relieve the delegating officer of any responsibilities or duties to the association and membership.

ARTICLE XIII Assessments

The rights of membership in the Association are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessments is imposed against the Owner of and becomes a lien upon each Lot against which such assessments are made as provided by Article V of the Declaration, which is incorporated herein by reference and made a part hereof for all purposes.

ARTICLE XIV 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. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XV Corporate Seal

The corporate seal shall have inscribed thereon the name of the Association, the year of its organization and the words "Corporate Seal, State of Illinois." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

ARTICLE XVI Amendments

Section 1. The Bylaws of the Association shall be amended only by a two-thirds (2/3) vote of the Members present and voting in person or by proxy at any annual or special meeting of the membership, provided that the notice

of such meeting shall set forth the proposed amendment to the Bylaws.

Section 2. In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVII
Fiscal Year

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.

ARTICLE XVIII
Waiver of Notice

Whenever any notice whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

NOTE: These Bylaws were submitted to the Members as part of a comprehensive package of amendments and were adopted at the annual meeting held on December 5, 1983. One prior amendment was adopted at the annual meeting held on December 2, 1974. The original Bylaws were prepared by the Developer, probably at or near the time the Master Association was incorporated. The copy set forth above has been edited to correct typographical errors and omissions, to capitalize defined terms and to insert or delete punctuation. No changes in substance or intent have been made from the text which was adopted on December 5, 1983.

CONDOMINIUM 08-29-301-268
 ELK GROVE ESTATES TOWNHOME CONDOMINIUM
 PARCEL "C"

Rec. Jan. 17, 1973	Doc. 22190858
Rec. Feb. 4, 1973	Doc. 22216566
Rec. May. 18, 1973	Doc. 22331243
Rec. Aug. 13, 1973	Doc. 22435843
Corr. Aug. 17, 1973	Doc. 22443501

UNIT	UNIT	UNIT	UNIT
U1 = 1001	U39 = 1039	U77 = 1077	U115 = 1115
U2 = 1002	U40 = 1040	U78 = 1078	U116 = 1116
U3 = 1003	U41 = 1041	U79 = 1079	U117 = 1117
U4 = 1004	U42 = 1042	U80 = 1080	U118 = 1118
U5 = 1005	U43 = 1043	U81 = 1081	U119 = 1119
U6 = 1006	U44 = 1044	U82 = 1082	U120 = 1120
U7 = 1007	U45 = 1045	U83 = 1083	U121 = 1121
U8 = 1008	U46 = 1046	U84 = 1084	U122 = 1122
U9 = 1009	U47 = 1047	U85 = 1085	U123 = 1123
U10 = 1010	U48 = 1048	U86 = 1086	U124 = 1124
U11 = 1011	U49 = 1049	U87 = 1087	U125 = 1125
U12 = 1012	U50 = 1050	U88 = 1088	U126 = 1126
U13 = 1013	U51 = 1051	U89 = 1089	U127 = 1127
U14 = 1014	U52 = 1052	U90 = 1090	U128 = 1128
U15 = 1015	U53 = 1053	U91 = 1091	U129 = 1129
U16 = 1016	U54 = 1054	U92 = 1092	U130 = 1130
U17 = 1017	U55 = 1055	U93 = 1093	U131 = 1131
U18 = 1018	U56 = 1056	U94 = 1094	U132 = 1132
U19 = 1019	U57 = 1057	U95 = 1095	U133 = 1133
U20 = 1020	U58 = 1058	U96 = 1096	U134 = 1134
U21 = 1021	U59 = 1059	U97 = 1097	U135 = 1135
U22 = 1022	U60 = 1060	U98 = 1098	U136 = 1136
U23 = 1023	U61 = 1061	U99 = 1099	U137 = 1137
U24 = 1024	U62 = 1062	U100 = 1100	U138 = 1138
U25 = 1025	U63 = 1063	U101 = 1101	U139 = 1139
U26 = 1026	U64 = 1064	U102 = 1102	U140 = 1140
U27 = 1027	U65 = 1065	U103 = 1103	U141 = 1141
U28 = 1028	U66 = 1066	U104 = 1104	U142 = 1142
U29 = 1029	U67 = 1067	U105 = 1105	U143 = 1143
U30 = 1030	U68 = 1068	U106 = 1106	U144 = 1144
U31 = 1031	U69 = 1069	U107 = 1107	U145 = 1145
U32 = 1032	U70 = 1070	U108 = 1108	U146 = 1146
U33 = 1033	U71 = 1071	U109 = 1109	U147 = 1147
U34 = 1034	U72 = 1072	U110 = 1110	U148 = 1148
U35 = 1035	U73 = 1073	U111 = 1111	U149 = 1149
U36 = 1036	U74 = 1074	U112 = 1112	U150 = 1150
U37 = 1037	U75 = 1075	U113 = 1113	U151 = 1151
U38 = 1038	U76 = 1076	U114 = 1114	U152 = 1152

