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THIS INSTRUMENT PREPARED
BY:

Raymond C. Gerard
Tapella & Eberspacher, LLC
6009 Park Drive
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THIS INSTRUMENT SHOULD BE
RETURNED BTO:

Scott D. Gudmundson
Gudmundson Law, P.C.
250 Parkway Drive, Suite 150
Lincolnshire, Illinois 60069



Doc# 2124625021 Fee \$113.00

RHSP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 09/03/2021 01:46 PM PG: 1 OF 32

ABOVE SPACE FOR RECORDER'S USE ONLY

THIRD AMENDMENT TO COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

This Third Amendment to Community Declaration for Timber Trails of Western Springs ("Amendment") is made by the Board of Timber Trails of Western Springs Community Association, an Illinois not for profit corporation ("Association"), and Timber Trails Development Company, LLC, an Illinois limited liability company ("Successor Declarant"), as successor declarant to Western Springs One L.L.C., an Illinois limited liability company ("Original Declarant").

RECITALS

Original Declarant Recorded (i) the Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds for Cook County, Illinois ("Recorder of Deeds") on February 2, 2007, as Document No. 0703334023 ("Original Community Declaration"), (ii) Special Amendment No. 1 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on September 14, 2007, as Document No. 0725702058 ("Special Amendment No. 1"), and (iii) Special Amendment No. 2 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on January 6, 2009, as Document No. 0900649002 ("Special Amendment No. 2"). The Original Community Declaration is recorded with respect to the real estate referred to therein as the Development Area and legally described in Exhibit A attached hereto.

As provided in Section 10.07 of the Community Declaration and pursuant to that certain Assignment of Declarant's Rights in and to the Community Declaration of Timber Trails at Western Springs dated August 26, 2010 and Recorded in the Office of the Recorder of Deeds on October 10, 2014, as Document No. 1428355079, Original Declarant assigned all rights of

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Declarant under the Community Declaration to Susan Hendricks and Michael Hendricks (collectively, "Hendricks").

As provided in Section 10.07 of the Community Declaration and pursuant to that certain Assignment of Declarant's Rights in and to the Community Declaration of Timber Trails at Western Springs dated August 30, 2012 and Recorded in the Office of the Recorder of Deeds on October 10, 2014, as Document No. 1428355080, Hendricks assigned (i) to Real Property Holding – Western Springs, IL, LLC, a Delaware limited liability company ("RPH Western Springs"), all rights of Declarant under the Community Declaration with respect to the Premises subjected to the Community Declaration by the Original Community Declaration, and (ii) to Real Property Holding – Western Springs, IL, Phase 2, LLC, a Delaware limited liability company (RPH Western Springs 2"), all rights of Declarant under the Community Declaration with respect to that portion of the Development Area subdivided and legally described as follows:

Outlot N in Timber Trails Subdivision Unit 1, being a subdivision of Part of the Southeast Quarter and the Northeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, along with Part of the Southwest Quarter of Section 17 Township 38 North, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois on October 27, 2005, as Document No. 0530003135, and amended by Certificate of Correction recorded in Cook County, Illinois on February 15, 2006 as Document number 0604634053.

RPH Western Springs and RPH Western Springs 2 (collectively, "RPH Declarant"), as successor Declarant, Recorded (i) Special Amendment No. 3 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on October 10, 2014, as Document No. 1428355081 ("Special Amendment No. 3"), and (ii) Supplement No. 1 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on April 20, 2016, as Document No. 16211101054 ("Supplement No. 1").

As provided in Section 10.07 of the Community Declaration and pursuant to that certain Assignment of Declarant's Rights in and to the Community Declaration of Timber Trails at Western Springs dated August 30, 2017 and Recorded in the Office of the Recorder of Deeds on February 16, 2018, as Document No. 1804749114, RPH Declarant assigned all rights of Declarant under the Community Declaration to Successor Declarant.

As the successor to Original Declarant, Hendricks and RPH Declarant, and as further provided in Section 10.07 of the Community Declaration, Successor Declarant currently holds and is entitled to exercise the rights of Declarant under the Community Declaration as fully as if it was named as such party therein.

Successor Declarant, as such successor Declarant, Recorded (i) Amendment to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on February 16, 2018, as Document No. 18046749115 ("2018 Amendment"), (ii) Supplement No. 2 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on June 1, 2018, as Document No. 1815234011 ("Supplement No. 2"), (iii) Supplement No. 3 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on February 19, 2020, as Document No. 2005055196 ("Supplement No. 3), (iv) Supplement No. 4 to Community Declaration for Timber Trails of

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Western Springs in the Office of the Recorder of Deeds (Supplement No. 4”), (v) Supplement No. 5 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on January 28, 2021, as Document No. 2102813005 (“Supplement No. 5”); (vi) Supplement No. 6 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds (“Supplement No. 6”); (vii) Second Amendment to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on June 4, 2021, as Document No. 2115547008 (“Second Amendment”); and (viii) Supplement No. 7 to Community Declaration for Timber Trails of Western Springs in the Office of the Recorder of Deeds on July 28, 2021, as Document No. 2120922090 (“Supplement No. 7”) the Original Community Declaration, as amended by Special Amendment No. 1, Special Amendment No. 2, Special Amendment No. 3, 2018 Amendment, Second Amendment, Supplement No. 1, Supplement No. 2, Supplement No. 3, Supplement No. 4, Supplement No. 5, Supplement No. 6 and Supplement No. 7 is herein referred to as the “Community Declaration”).

Under Section 11.02 of the Community Declaration, an amendment to the Community Declaration may be made with the affirmative vote of Voting Members representing at least Seventy-Five Percent (75%) of the Dwelling Units and Unbuilt Dwelling Units.

Pursuant to Section 5.05 of the Community Declaration, prior to the Turnover Date, all of the voting rights at each meeting of the Community Association shall be vested exclusively in the Declarant, and Timber Trails Development Company, LLC, as Successor Declarant, has approved this Amendment.

The bylaws for the Community Association have recently been amended and this Amendment will serve the Members and other interested parties by placing those bylaws on record.

The land affected by this Amendment is listed on Exhibit A attached hereto.

NOW, THEREFORE, the Board, with Timber Trails Development Company, LLC, does hereby amend the Community Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Community Declaration.

2. Bylaws. The by-laws attached to this Amendment as Exhibit B shall constitute the By-Laws of the Community Association

3. Covenants to Run with Land. The covenants, conditions, restrictions and easements contained in the Community Declaration, as amended by this Amendment, shall run with and bind the Premises.

4. Continuation. As expressly hereby amended, the Community Declaration shall continue in full force and effect in accordance with its terms.

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EXHIBIT A TO THE SECOND AMENDMENT TO THE COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

LEGAL DESCRIPTION OF LAND AFFECTED

I. The Premises

- A. Lots 1 through 69, both inclusive, Lot 105, Lot 222, Lot 233 and Lots 234 through 249, both inclusive, in Timber Trails Subdivision Unit 1, being a subdivision of Part of the Southeast Quarter and the Northeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, along with Part of the Southwest Quarter of Section 17, Township 38 North, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois on October 27, 2005, as Document No. 0530003135, and amended by Certificate of Correction recorded in Cook County, Illinois on February 15, 2006 as Document number 0604634053 ("Timber Trails Subdivision Unit 1").
- B. Lot 119, Lot 120, Lot 145, Lots 193 through 213, both inclusive, Lots 217 through 221, both inclusive, Lots 223 through 232, both inclusive, Lot 255, Lot 256, Lot 257 and Lot 258, in Timber Trails Subdivision Unit 2, being a resubdivision of Outlot N in Timber Trails Subdivision Unit 1, being a subdivision of part of the West half of the Southeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian, all in Cook County, Illinois, pursuant to the plat thereof recorded in Cook County, Illinois on February 22, 2007, as Document No. 0705315075 ("Timber Trails Subdivision Unit 2").
- C. Lots 115 through 118, both inclusive, lot 253, lot 254, lot 259 and lot 260 in Timber Trails Subdivision Unit 2.
- D. Lots 112 through 114, both inclusive in Timber Trails Subdivision Unit 2.
- E. Lot 189 in Timber Trails Subdivision Unit 2.
- F. Lot 185, Lot 186, Lot 187, Lot 188, Lot 190, Lot 191 and Lot 252 in Timber Trails Subdivision Unit 2.
- G. Lot 192

II. Community Area:

- A. OUTLOTS B, C, M, X AND Y IN TIMBER TRAILS SUBDIVISION UNIT 1 AND THAT PART OF OUTLOT A IN TIMBER TRAILS SUBDIVISION UNIT 1 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 47 OF SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 70°52'44" EAST ALONG THE NORTH LINE OF SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 117.08 FEET; THENCE NORTH 87°58'17" EAST ALONG THE NORTH LINE OF

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SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 87.00 FEET; THENCE SOUTH 01°56'00" EAST ALONG THE EAST LINE OF SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 135.00 FEET; THENCE SOUTH 87°58'47" WEST ALONG A NORTHWESTERLY LINE OF SAID TIMBER TRAILS UNIT 1; THENCE SOUTH 21°36'27" EAST ALONG THE EAST LINE OF SAID TIMBER TRAILS UNIT 1, A DISTANCE OF 137.07 FEET; THENCE SOUTH 87°58'17" WEST, A DISTANCE OF 200.01 FEET; THENCE NORTH 27°41'13" EAST TO A POINT ON A CURVE, A DISTANCE 94.10 FEET; THENCE NORTHERLY ALONG A PARALLEL CURVE 10 FEET EAST OF THE EASTERLY RIGHT OF WAY OF PIN OAK DRIVE BEING A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 52.50 FEET AND A CHORD BEARING OF NORTH 03°52'05" EAST, A ARC DISTANCE OF 111.37 FEET TO A POINT ON THE EAST LINE OF SAID LOT 47 IN SAID TIMBER TRAILS UNIT 1; THENCE NORTH 33°05'38" EAST ALONG THE EAST LINE OF SAID LOT 47, A DISTANCE OF 23.37 FEET; THENCE NORTH 02°01'43" WEST ALONG THE EAST LINE OF SAID LOT 47, A DISTANCE OF 111.30 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

- B. [FLAGG CREEK WATER COURSE AREA] THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF THE SOUTH EAST QUARTER (ALSO KNOWN AS THE NORTH SOUTH QUARTER LINE) OF SAID QUARTER SECTION, 66 FEET NORTH OF THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER, FOR A POINT OF BEGINNING; THENCE NORTH 418.58 FEET ALONG THE WEST LINE OF THE SOUTH EAST QUARTER TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 11 DEGREES 44 MINUTES 47 SECONDS WITH THE LAST DESCRIBED LINE IN THE NORTH EAST QUADRANT OF THEIR INTERSECTION; THENCE NORTH EASTERLY 568.85 FEET ALONG SAID LINE TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 8 DEGREES 01 MINUTES 45 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE ; THENCE NORTHERLY 1614.90 FEET ALONG SAID LINE TO A POINT ON THE NORTH LINE OF THE SOUTH EAST QUARTER, SAID POINT BEING 224.07 FEET EAST OF THE NORTH WEST CORNER OF THE SOUTH EAST QUARTER, AS MEASURED ALONG THE NORTH LINE OF SAID QUARTER SECTION; THENCE EAST 167.63 FEET ALONG THE NORTH LINE OF THE SOUTH EAST QUARTER TO A POINT ON A LINE; WHICH FORMS AN ANGLE OF 65 DEGREES 54 MINUTES 43 SECONDS WITH THE LAST DESCRIBED LINE IN THE SOUTHWEST QUADRANT OF THEIR INTERSECTION; THENCE SOUTH WESTERLY 133.32 FEET ALONG SAID LINE, TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 20 DEGREES 04 MINUTES 25 SECONDS TO THE LEFT WITH A PROLONGATION OF THE LAST DESCRIBED LINE; THENCE SOUTHERLY 1505.43 FEET ALONG SAID LINE TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 8 DEGREES 01 MINUTES 45 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE; THENCE SOUTH WESTERLY 808.93 FEET ALONG SAID LINE TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 1 DEGREE 20 MINUTES 32 SECONDS TO THE RIGHT WITH A PROLONGATION OF THE LAST DESCRIBED LINE; THENCE SOUTH WESTERLY 155.20 FEET ALONG SAID LINE TO A POINT ON A LINE RUNNING IN A NORTH EASTERLY SOUTH WESTERLY DIRECTION, OF WHICH ONE END OF SAID LINE INTERSECTS THE NORTH-SOUTH QUARTER LINE OF SAID SECTION AT THE POINT OF BEGINNING (66 FEET NORTH OF THE SOUTH WEST CORNER OF THE SOUTH EAST QUARTER) AND THE OTHER END OF

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SAID LINE INTERSECTS A LINE WHICH IS PERPENDICULAR TO THE CENTER LINE OF PLAINFIELD ROAD AT A POINT 33 FEET NORTH WESTERLY FROM SAID CENTER LINE (SAID PERPENDICULAR LINE BEING 636.0 FEET NORTH EASTERLY FROM THE SOUTH LINE OF SAID SECTION AS MEASURED ALONG THE CENTER LINE OF PLAINFIELD ROAD) THENCE SOUTH WESTERLY 38 FEET ALONG SAID NORTH EASTERLY SOUTH WESTERLY LINE TO THE POINT OF BEGINNING.

ALSO

THAT PART OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING ON THE WEST LINE OF THE SOUTH EAST QUARTER OF SAID SECTION, 1269.90 FEET SOUTH OF THE NORTH WEST CORNER OF THE SOUTH 1269.90 FEET SOUTH OF THE NORTH WEST CORNER OF THE SOUTH EAST QUARTER, AS MEASURED ALONG THE WEST LINE OF SAID QUARTER SECTION, FOR A POINT OF BEGINNING; THENCE 100.01 FEET ALONG THE WEST LINE OF SAID QUARTER SECTION TO A POINT ON A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 18 MINUTES 30 SECONDS WITH THE WEST LINE OF SAID QUARTER SECTION IN THE NORTH WEST QUADRANT OF THEIR INTERSECTION; THENCE EASTERLY 127.81 FEET ALONG SAID LINE TO A POINT ON A LINE, WHICH FORMS AN ANGLE OF 93 DEGREES 19 MINUTES 24 SECONDS WITH THE SAID EASTERLY LINE, IN THE NORTH WEST QUADRANT OF THEIR INTERSECTION; THENCE NORTH EASTERLY 100.02 FEET ALONG SAID LINE TO A POINT ON A LINE, WHICH FORMS AN ANGLE OF 93 DEGREES 19 MINUTES 24 SECONDS WITH THE LAST DESCRIBED LINE IN THE NORTH WEST QUADRANT OF THEIR INTERSECTION THENCE WESTERLY 134.94 FEET ALONG SAID LINE, TO THE POINT OF BEGINNING.

C. Townhome Common Area:

All portions of each Townhome Lot outside the Townhomes constructed on the Townhome Lot.

D. Association Maintained Municipal Land:

- A. Outlots D, E, F, G, H, I, J, K and L in Timber Trails Subdivision Unit 1 [Tree Preservation Area].

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Timber Trails - Residential Lots

Lot #	Phase	Street #	Address	PIN	
1	1	1017	White Pine Lane	18-18-405-001	Western Springs, IL 60558
2	1	1015	White Pine Lane	18-18-405-002	Western Springs, IL 60558
3	1	1013	White Pine Lane	18-18-405-003	Western Springs, IL 60558
4	1	1011	White Pine Lane	18-18-405-004	Western Springs, IL 60558
5	1	1009	White Pine Lane	18-18-405-005	Western Springs, IL 60558
6	1	1007	White Pine Lane	18-18-405-006	Western Springs, IL 60558
7	1	1005	White Pine Lane	18-18-405-007	Western Springs, IL 60558
8	1	1003	White Pine Lane		Western Springs, IL 60558
9	1	1001	White Pine Lane		Western Springs, IL 60558
10	1	1000	White Pine Lane		Western Springs, IL 60558
11	1	1006	White Pine Lane		Western Springs, IL 60558
12	1	1008	White Pine Lane	18-18-404-003	Western Springs, IL 60558
13	1	1010	White Pine Lane	18-18-404-004	Western Springs, IL 60558
14	1	1012	White Pine Lane	18-18-404-005	Western Springs, IL 60558
15	1	5923	Timber Trails Blvd	18-18-404-006	Western Springs, IL 60558
16	1	5921	Timber Trails Blvd	18-18-404-007	Western Springs, IL 60558
17	1	5919	Timber Trails Blvd	18-18-404-008	Western Springs, IL 60558
18	1	1007	Red Oak Drive		Western Springs, IL 60558
19	1	1005	Red Oak Drive	18-18-404-010	Western Springs, IL 60558
20	1	1003	Red Oak Drive	18-18-404-011	Western Springs, IL 60558
21	1	1001	Red Oak Drive	18-18-404-012	Western Springs, IL 60558
22	1	911	Red Oak Drive	18-18-404-013	Western Springs, IL 60558
23	1	909	Red Oak Drive		Western Springs, IL 60558
24	1	907	Red Oak Drive		Western Springs, IL 60558
25	1	905	Red Oak Drive	18-18-405-011	Western Springs, IL 60558
26	1	903	Red Oak Drive	18-18-405-012	Western Springs, IL 60558
27	1	901	Red Oak Drive	18-18-405-013	Western Springs, IL 60558
28	1	900	Red Oak Drive	18-18-400-037	Western Springs, IL 60558
29	1	902	Red Oak Drive		Western Springs, IL 60558

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30	1	904	Red Oak Drive	18-18-400-039	Western Springs, IL	60558
31	1	906	Red Oak Drive	18-18-400-040	Western Springs, IL	60558
32	1	908	Red Oak Drive	18-18-400-041	Western Springs, IL	60558
33	1	5921	Parkview Drive		Western Springs, IL	60558
34	1	5919	Parkview Drive		Western Springs, IL	60558
35	1	5922	Parkview Drive		Western Springs, IL	60558
36	1	5920	Parkview Drive		Western Springs, IL	60558
37	1	5918	Parkview Drive	18-18-403-003	Western Springs, IL	60558
38	1	5916	Parkview Drive	18-18-403-004	Western Springs, IL	60558
43	1	5906	Parkview Drive	18-18-403-009	Western Springs, IL	60558
44	1	5904	Parkview Drive	18-18-403-010	Western Springs, IL	60558
45	1	5902	Parkview Drive	18-18-403-011	Western Springs, IL	60558
46	1	5900	Parkview Drive		Western Springs, IL	60558
47	1	1008	Pin Oak Drive	18-18-220-052	Western Springs, IL	60558
48	1	1010	Pin Oak Drive	18-18-220-053	Western Springs, IL	60558
49	1	1012	Pin Oak Drive		Western Springs, IL	60558
50	1	1100	Pin Oak Drive		Western Springs, IL	60558
51	1	1102	Pin Oak Drive		Western Springs, IL	60558
52	1	1104	Pin Oak Drive		Western Springs, IL	60558
53	1	5901	Timber Trails Blvd	18-18-403-013	Western Springs, IL	60558
54	1	5903	Timber Trails Blvd	18-18-403-014	Western Springs, IL	60558
55	1	5905	Timber Trails Blvd		Western Springs, IL	60558
56	1	5907	Timber Trails Blvd	18-18-403-016	Western Springs, IL	60558
57	1	5909	Timber Trails Blvd	18-18-403-017	Western Springs, IL	60558
58	1	5911	Timber Trails Blvd		Western Springs, IL	60558
59	1	5913	Timber Trails Blvd	18-18-403-019	Western Springs, IL	60558
60	1	5915	Timber Trails Blvd	18-18-403-020	Western Springs, IL	60558
61	1	5900	Timber Trails Blvd	18-18-408-001	Western Springs, IL	60558
62	1	5902	Timber Trails Blvd		Western Springs, IL	60558
63	1	5904	Timber Trails Blvd	18-18-408-003	Western Springs, IL	60558
64	1	5906	Timber Trails Blvd	18-18-408-004	Western Springs, IL	60558
65	1	5908	Timber Trails Blvd		Western Springs, IL	60558

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66	1	5910	Timber Trails Blvd	18-18-408-006	Western Springs, IL	60558
67	1	5912	Timber Trails Blvd	18-18-408-007	Western Springs, IL	60558
68	1	5914	Timber Trails Blvd	18-18-408-008	Western Springs, IL	60558
69	1	5916	Timber Trail Blvd.	18-18-408-009	Western Springs, IL	60558
70	2	1100	Spruce Drive	18-18-410-002	Western Springs, IL	60558
71	2	1102	Spruce Drive	18-18-410-003	Western Springs, IL	60558
72	2	5913	Cottonwood Court	18-18-410-004	Western Springs, IL	60558
73	2	5911	Cottonwood Court	18-18-410-005	Western Springs, IL	60558
74	2	5909	Cottonwood Court	18-18-410-006	Western Springs, IL	60558
75	2	5907	Cottonwood Court	18-18-410-007	Western Springs, IL	60558
76	2	5906	Cottonwood Court	18-18-410-008	Western Springs, IL	60558
77	2	5908	Cottonwood Court	18-18-410-009	Western Springs, IL	60558
78	2	5910	Cottonwood Court	18-18-410-010	Western Springs, IL	60558
79	2	5912	Cottonwood Court	18-18-410-011	Western Springs, IL	60558
80	2	5914	Cottonwood Court	18-18-410-012	Western Springs, IL	60558
81	2	1108	Spruce Drive	18-18-410-013	Western Springs, IL	60558
82	2	1110	Spruce Drive	18-18-410-014	Western Springs, IL	60558
83	2	1112	Spruce Drive	18-18-410-015	Western Springs, IL	60558
84	2	1114	Spruce Drive	18-18-410-016	Western Springs, IL	60558
85	2	1116	Spruce Drive	18-18-410-017	Western Springs, IL	60558
86	2	1118	Spruce Drive	18-18-410-018	Western Springs, IL	60558
87	2	5913	Flagg Creek Lane	18-18-410-019	Western Springs, IL	60558
88	2	5911	Flagg Creek Lane	18-18-410-020	Western Springs, IL	60558
89	2	5909	Flagg Creek Lane	18-18-410-021	Western Springs, IL	60558
90	2	5907	Flagg Creek Lane	18-18-410-022	Western Springs, IL	60558
91	2	5905	Flagg Creek Lane	18-18-410-023	Western Springs, IL	60558
92	2	1125	Pin Oak Drive	18-18-410-024	Western Springs, IL	60558
93	2	1123	Pin Oak Drive	18-18-410-025	Western Springs, IL	60558
94	2	1121	Pin Oak Drive	18-18-410-026	Western Springs, IL	60558
95	2	5904	Juniper Court	18-18-410-027	Western Springs, IL	60558
96	2	5906	Juniper Court	18-18-410-028	Western Springs, IL	60558
97	2	5907	Juniper Court	18-18-410-029	Western Springs, IL	60558

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98	2	5905	Juniper Court	18-18-410-030	Western Springs, IL	60558
99	2	5903	Juniper Court	18-18-410-031	Western Springs, IL	60558
100	2	5901	Juniper Court	18-18-410-032	Western Springs, IL	60558
101	2	1117	Pin Oak Drive	18-18-410-033	Western Springs, IL	60558
102	2	1115	Pin Oak Drive	18-18-410-034	Western Springs, IL	60558
103	2	1113	Pin Oak Drive	18-18-410-035	Western Springs, IL	60558
104	2	1111	Pin Oak Drive	18-18-410-036	Western Springs, IL	60558
105	1	1108	Pin Oak Drive		Western Springs, IL	60558
106	2	1110	Pin Oak Drive	18-18-407-002	Western Springs, IL	60558
107	2	1112	Pin Oak Drive	18-18-407-003	Western Springs, IL	60558
108	2	1114	Pin Oak Drive	18-18-407-004	Western Springs, IL	60558
109	2	1116	Pin Oak Drive	18-18-407-005	Western Springs, IL	60558
110	2	1118	Pin Oak Drive	18-18-407-006	Western Springs, IL	60558
111	2	1120	Pin Oak Drive	18-18-407-007	Western Springs, IL	60558
112	2	1122	Pin Oak Drive	18-18-407-008	Western Springs, IL	60558
113	2	1124	Pin Oak Drive	18-18-407-009	Western Springs, IL	60558
114	2	5900	Flagg Creek Lane	18-18-407-010	Western Springs, IL	60558
115	2	5902	Flagg Creek Lane	18-18-407-011	Western Springs, IL	60558
116	2	5904	Flagg Creek Lane	18-18-407-012	Western Springs, IL	60558
117	2	5906	Flagg Creek Lane	18-18-407-013	Western Springs, IL	60558
118	2	5908	Flagg Creek Lane	18-18-407-014	Western Springs, IL	60558
119	2	5910	Flagg Creek Lane	18-18-407-015	Western Springs, IL	60558
120	2	5912	Flagg Creek Lane	18-18-407-016	Western Springs, IL	60558
121	2	1115	Spruce Drive	18-18-413-001	Western Springs, IL	60558
122	2	1113	Spruce Drive	18-18-413-002	Western Springs, IL	60558
123	2	1111	Spruce Drive	18-18-413-003	Western Springs, IL	60558
124	2	1109	Spruce Drive	18-18-413-004	Western Springs, IL	60558
125	2	1107	Spruce Drive	18-18-413-005	Western Springs, IL	60558
126	2	1105	Spruce Drive	18-18-413-006	Western Springs, IL	60558
127	2	1103	Spruce Drive	18-18-413-007	Western Springs, IL	60558
128	2	1101	Spruce Drive	18-18-413-008	Western Springs, IL	60558
129	2	6008	Burr Oak Drive	18-18-413-009	Western Springs, IL	60558

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130	2	1108	Hawthorn Lane	18-18-413-010	Western Springs, IL	60558
131	2	1110	Hawthorn Lane	18-18-413-011	Western Springs, IL	60558
132	2	1112	Hawthorn Lane	18-18-413-012	Western Springs, IL	60558
133	2	1114	Hawthorn Lane	18-18-413-013	Western Springs, IL	60558
134	2	1116	Hawthorn Lane	18-18-413-014	Western Springs, IL	60558
135	2	1119	Hawthorn Lane	18-18-414-001	Western Springs, IL	60558
136	2	1117	Hawthorn Lane	18-18-414-002	Western Springs, IL	60558
137	2	1115	Hawthorn Lane	18-18-414-003	Western Springs, IL	60558
138	2	1113	Hawthorn Lane	18-18-414-004	Western Springs, IL	60558
139	2	1111	Hawthorn Lane	18-18-414-005	Western Springs, IL	60558
140	2	1109	Hawthorn Lane	18-18-414-006	Western Springs, IL	60558
141	2	6100	Burr Oak Drive	18-18-414-007	Western Springs, IL	60558
142	2	6102	Burr Oak Drive	18-18-414-008	Western Springs, IL	60558
143	2	6104	Burr Oak Drive	18-18-414-009	Western Springs, IL	60558
144	2	6106	Burr Oak Drive	18-18-414-010	Western Springs, IL	60558
145	2	6108	Burr Oak Drive	18-18-414-011	Western Springs, IL	60558
146	2	6110	Burr Oak Drive	18-18-414-012	Western Springs, IL	60558
147	2	6112	Burr Oak Drive	18-18-414-013	Western Springs, IL	60558
148	2	6114	Burr Oak Drive	18-18-414-014	Western Springs, IL	60558
149	2	6116	Burr Oak Drive	18-18-414-015	Western Springs, IL	60558
150	2	1122	Hickory Drive	18-18-414-016	Western Springs, IL	60558
151	2	1124	Hickory Drive	18-18-414-017	Western Springs, IL	60558
152	2	1126	Hickory Drive	18-18-414-018	Western Springs, IL	60558
153	2	1128	Hickory Drive	18-18-414-019	Western Springs, IL	60558
154	2	1130	Hickory Drive	18-18-414-020	Western Springs, IL	60558
155	2	1132	Hickory Drive	18-18-414-021	Western Springs, IL	60558
156	2	1134	Hickory Drive	18-18-414-022	Western Springs, IL	60558
157	2	6217	Flagg Creek Lane	18-18-414-023	Western Springs, IL	60558
158	2	6215	Flagg Creek Lane	18-18-414-024	Western Springs, IL	60558
159	2	1119	Basswood Court	18-18-414-025	Western Springs, IL	60558
160	2	1117	Basswood Court	18-18-414-026	Western Springs, IL	60558
161	2	1115	Basswood Court	18-18-414-027	Western Springs, IL	60558

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162	2	1113	Basswood Court	18-18-414-028	Western Springs, IL	60558
163	2	1112	Basswood Court	18-18-414-029	Western Springs, IL	60558
164	2	1114	Basswood Court	18-18-414-030	Western Springs, IL	60558
165	2	1116	Basswood Court	18-18-414-031	Western Springs, IL	60558
166	2	6121	Flagg Creek Lane	18-18-414-032	Western Springs, IL	60558
167	2	6119	Flagg Creek Lane	18-18-414-033	Western Springs, IL	60558
168	2	6116	Flagg Creek Lane	18-18-414-034	Western Springs, IL	60558
169	2	6115	Flagg Creek Lane	18-18-414-035	Western Springs, IL	60558
170	2	1121	Sycamore Court	18-18-414-036	Western Springs, IL	60558
171	2	1119	Sycamore Court	18-18-414-037	Western Springs, IL	60558
172	2	1117	Sycamore Court	18-18-414-038	Western Springs, IL	60558
173	2	1115	Sycamore Court	18-18-414-039	Western Springs, IL	60558
174	2	1113	Sycamore Court	18-18-414-040	Western Springs, IL	60558
175	2	1112	Sycamore Court	18-18-414-041	Western Springs, IL	60558
176	2	1114	Sycamore Court	18-18-414-042	Western Springs, IL	60558
177	2	1116	Sycamore Court	18-18-414-043	Western Springs, IL	60558
178	2	1118	Sycamore Court	18-18-414-044	Western Springs, IL	60558
179	2	1120	Sycamore Court	18-18-414-045	Western Springs, IL	60558
180	2	6216	Flagg Creek Lane	18-18-407-017	Western Springs, IL	60558
181	2	6218	Flagg Creek Lane	18-18-407-018	Western Springs, IL	60558
182	2	1141	Hickory Drive	18-18-407-019	Western Springs, IL	60558
183	2	1139	Hickory Drive	18-18-407-020	Western Springs, IL	60558
184	2	1137	Hickory Drive	18-18-407-021	Western Springs, IL	60558
185	2	1135	Hickory Drive	18-18-407-022	Western Springs, IL	60558
186	2	1133	Hickory Drive	18-18-407-023	Western Springs, IL	60558
187	2	1131	Hickory Drive	18-18-407-024	Western Springs, IL	60558
188	2	1129	Hickory Drive	18-18-407-025	Western Springs, IL	60558
189	2	1127	Hickory Drive	18-18-407-026	Western Springs, IL	60558
190	2	1125	Hickory Drive	18-18-407-027	Western Springs, IL	60558
191	2	1123	Hickory Drive	18-18-407-028	Western Springs, IL	60558
192	2	1121	Hickory Drive	18-18-418-001	Western Springs, IL	60558
193	2	1119	Hickory Drive	18-18-418-002	Western Springs, IL	60558

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194	2	1117	Hickory Drive	18-18-418-003	Western Springs, IL	60558
195	2	1115	Hickory Drive	18-18-418-004	Western Springs, IL	60558
196	2	1113	Hickory Drive	18-18-418-005	Western Springs, IL	60558
197	2	1111	Hickory Drive	18-18-418-006	Western Springs, IL	60558
198	2	1109	Hickory Drive	18-18-418-007	Western Springs, IL	60558
199	2	1107	Hickory Drive	18-18-418-008	Western Springs, IL	60558
200	2	1105	Hickory Drive	18-18-418-009	Western Springs, IL	60558
201	2	1103	Hickory Drive	18-18-418-010	Western Springs, IL	60558
202	2	1101	Hickory Drive	18-18-418-011	Western Springs, IL	60558
203	2	1100	Hickory Drive	18-18-416-001	Western Springs, IL	60558
204	2	1102	Hickory Drive	18-18-416-002	Western Springs, IL	60558
205	2	1104	Hickory Drive	18-18-416-003	Western Springs, IL	60558
206	2	1106	Hickory Drive	18-18-416-004	Western Springs, IL	60558
207	2	1108	Hickory Drive	18-18-416-005	Western Springs, IL	60558
208	2	1110	Hickory Drive	18-18-416-006	Western Springs, IL	60558
209	2	1112	Hickory Drive	18-18-416-007	Western Springs, IL	60558
210	2	1114	Hickory Drive	18-18-416-008	Western Springs, IL	60558
211	2	1116	Hickory Drive	18-18-416-009	Western Springs, IL	60558
212	2	1118	Hickory Drive	18-18-416-010	Western Springs, IL	60558
213	2	1120	Hickory Drive	18-18-416-011	Western Springs, IL	60558
214	2	6109	Burr Oak Drive	18-18-416-012	Western Springs, IL	60558
215	2	6107	Burr Oak Drive	18-18-416-013	Western Springs, IL	60558
216	2	6105	Burr Oak Drive	18-18-416-014	Western Springs, IL	60558
217	2	1109	White Pine Lane	18-18-416-015	Western Springs, IL	60558
218	2	1107	White Pine Lane	18-18-416-016	Western Springs, IL	60558
219	2	1105	White Pine Lane	18-18-416-017	Western Springs, IL	60558
220	2	1103	White Pine Lane	18-18-416-018	Western Springs, IL	60558
221	2	1101	White Pine Lane	18-18-416-019	Western Springs, IL	60558
222	1	5922	Timber Trail Blvd.	18-18-409-001	Western Springs, IL	60558
223	2	1100	White Pine Lane	18-18-415-001	Western Springs, IL	60558
224	2	1102	White Pine Lane	18-18-415-002	Western Springs, IL	60558
225	2	1104	White Pine Lane	18-18-415-003	Western Springs, IL	60558

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226	2	1106	White Pine Lane	18-18-415-004	Western Springs, IL	60558
227	2	6103	Burr Oak Drive	18-18-415-005	Western Springs, IL	60558
228	2	6101	Burr Oak Drive	18-18-415-006	Western Springs, IL	60558
229	2	6007	Burr Oak Drive	18-18-415-007	Western Springs, IL	60558
230	2	6005	Burr Oak Drive	18-18-415-008	Western Springs, IL	60558
231	2	6003	Burr Oak Drive	18-18-415-009	Western Springs, IL	60558
232	2	6001	Burr Oak Drive	18-18-415-010	Western Springs, IL	60558
233	1	5918	Timber Trails Blvd		Western Springs, IL	60558
234	1	5920	Timber Trails Blvd		Western Springs, IL	60558
263	1	5914	Parkview Drive	18-18-403-005	Western Springs, IL	60558
264	1	5912	Parkview Drive	18-18-403-006	Western Springs, IL	60558
265	1	5910	Parkview Drive	18-18-403-007	Western Springs, IL	60558
235	1	1045	Hickory Drive	18-18-406-001	Western Springs, IL	60558
235	2	1047	Hickory Drive	18-18-406-001	Western Springs, IL	60558
235	3	1049	Hickory Drive	18-18-406-001	Western Springs, IL	60558
236	1	1035	Hickory Drive	18-18-406-002	Western Springs, IL	60558
236	2	1037	Hickory Drive	18-18-406-002	Western Springs, IL	60558
236	3	1039	Hickory Drive	18-18-406-002	Western Springs, IL	60558
236	4	1041	Hickory Drive	18-18-406-002	Western Springs, IL	60558
236	5	1043	Hickory Drive	18-18-406-002	Western Springs, IL	60558
237	1	1027	Hickory Drive	18-18-406-003	Western Springs, IL	60558
237	2	1029	Hickory Drive	18-18-406-003	Western Springs, IL	60558
237	3	1031	Hickory Drive	18-18-406-003	Western Springs, IL	60558
237	4	1033	Hickory Drive	18-18-406-003	Western Springs, IL	60558
238	1	1019	Hickory Drive	18-18-406-004	Western Springs, IL	60558
238	2	1021	Hickory Drive	18-18-406-004	Western Springs, IL	60558
238	3	1023	Hickory Drive	18-18-406-004	Western Springs, IL	60558
238	4	1025	Hickory Drive	18-18-406-004	Western Springs, IL	60558
239	1	1009	Hickory Drive		Western Springs, IL	60558
239	2	1011	Hickory Drive		Western Springs, IL	60558
239	3	1013	Hickory Drive		Western Springs, IL	60558

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239	4	1015	Hickory Drive		Western Springs, IL	60558
239	5	1017	Hickory Drive		Western Springs, IL	60558
240	1	1003	Hickory Drive		Western Springs, IL	60558
240	2	1005	Hickory Drive		Western Springs, IL	60558
240	3	1007	Hickory Drive		Western Springs, IL	60558
241	1	907	Hickory Drive	18-18-406-007	Western Springs, IL	60558
241	2	909	Hickory Drive	18-18-406-007	Western Springs, IL	60558
241	3	911	Hickory Drive	18-18-406-007	Western Springs, IL	60558
241	4	913	Hickory Drive	18-18-406-007	Western Springs, IL	60558
242	1	901	Hickory Drive	18-18-406-008	Western Springs, IL	60558
242	2	903	Hickory Drive	18-18-406-008	Western Springs, IL	60558
242	3	905	Hickory Drive	18-18-406-008	Western Springs, IL	60558
243	1	904	Hickory Drive		Western Springs, IL	60558
243	2	902	Hickory Drive		Western Springs, IL	60558
243	3	900	Hickory Drive		Western Springs, IL	60558
244	1	910	Hickory Drive		Western Springs, IL	60558
244	2	908	Hickory Drive		Western Springs, IL	60558
244	3	906	Hickory Drive		Western Springs, IL	60558
245	1	1012	Hickory Drive		Western Springs, IL	60558
245	2	1010	Hickory Drive		Western Springs, IL	60558
245	3	1008	Hickory Drive		Western Springs, IL	60558
245	4	1006	Hickory Drive		Western Springs, IL	60558
246	1	1024	Hickory Drive	18-18-405-035	Western Springs, IL	60558
246	2	1022	Hickory Drive	18-18-405-036	Western Springs, IL	60558
246	3	1020	Hickory Drive		Western Springs, IL	60558
246	4	1018	Hickory Drive	18-18-405-038	Western Springs, IL	60558
246	5	1016	Hickory Drive	18-18-405-039	Western Springs, IL	60558
247	1	1032	Hickory Drive	18-18-405-018	Western Springs, IL	60558
247	2	1030	Hickory Drive	18-18-405-018	Western Springs, IL	60558
247	3	1028	Hickory Drive	18-18-405-018	Western Springs, IL	60558
247	4	1026	Hickory Drive	18-18-405-018	Western Springs, IL	60558
248	1	1040	Hickory Drive	18-18-405-019	Western Springs, IL	60558

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248	2	1038	Hickory Drive	18-18-405-019	Western Springs, IL	60558
248	3	1036	Hickory Drive	18-18-405-019	Western Springs, IL	60558
248	4	1034	Hickory Drive	18-18-405-019	Western Springs, IL	60558
249	1	1048	Hickory Drive	18-18-405-040	Western Springs, IL	60558
249	2	1046	Hickory Drive	18-18-405-041	Western Springs, IL	60558
249	3	1044	Hickory Drive	18-18-405-042	Western Springs, IL	60558
249	4	1042	Hickory Drive	18-18-405-043	Western Springs, IL	60558
250	1	6214	Flagg Creek Lane	18-18-407-029	Western Springs, IL	60558
250	2	6212	Flagg Creek Lane	18-18-407-029	Western Springs, IL	60558
250	3	6210	Flagg Creek Lane	18-18-407-029	Western Springs, IL	60558
250	4	6208	Flagg Creek Lane	18-18-407-029	Western Springs, IL	60558
251	1	6206	Flagg Creek Lane	18-18-407-030	Western Springs, IL	60558
251	2	6204	Flagg Creek Lane	18-18-407-030	Western Springs, IL	60558
251	3	6202	Flagg Creek Lane	18-18-407-030	Western Springs, IL	60558
251	4	6200	Flagg Creek Lane	18-18-407-030	Western Springs, IL	60558
252	1	6124	Flagg Creek Lane	18-18-407-031	Western Springs, IL	60558
252	2	6122	Flagg Creek Lane	18-18-407-031	Western Springs, IL	60558
252	3	6120	Flagg Creek Lane	18-18-407-031	Western Springs, IL	60558
252	4	6118	Flagg Creek Lane	18-18-407-031	Western Springs, IL	60558
253	1	6116	Flagg Creek Lane	18-18-407-032	Western Springs, IL	60558
253	2	6114	Flagg Creek Lane	18-18-407-032	Western Springs, IL	60558
253	3	6112	Flagg Creek Lane	18-18-407-032	Western Springs, IL	60558
253	4	6110	Flagg Creek Lane	18-18-407-032	Western Springs, IL	60558
253	5	6108	Flagg Creek Lane	18-18-407-032	Western Springs, IL	60558
254	1	6106	Flagg Creek Lane	18-18-407-033	Western Springs, IL	60558
254	2	6104	Flagg Creek Lane	18-18-407-033	Western Springs, IL	60558
254	3	6102	Flagg Creek Lane	18-18-407-033	Western Springs, IL	60558
254	4	6100	Flagg Creek Lane	18-18-407-033	Western Springs, IL	60558
255	1	6024	Flagg Creek Lane	18-18-407-034	Western Springs, IL	60558
255	2	6022	Flagg Creek Lane	18-18-407-034	Western Springs, IL	60558
255	3	6020	Flagg Creek Lane	18-18-407-034	Western Springs, IL	60558
255	4	6018	Flagg Creek Lane	18-18-407-034	Western Springs, IL	60558

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256	1	6016	Flagg Creek Lane	18-18-407-035	Western Springs, IL	60558
256	2	6014	Flagg Creek Lane	18-18-407-035	Western Springs, IL	60558
256	3	6012	Flagg Creek Lane	18-18-407-035	Western Springs, IL	60558
256	4	6010	Flagg Creek Lane	18-18-407-035	Western Springs, IL	60558
257	1	6008	Flagg Creek Lane	18-18-407-036	Western Springs, IL	60558
257	2	6006	Flagg Creek Lane	18-18-407-036	Western Springs, IL	60558
257	3	6004	Flagg Creek Lane	18-18-407-036	Western Springs, IL	60558
257	4	6002	Flagg Creek Lane	18-18-407-036	Western Springs, IL	60558
257	5	6000	Flagg Creek Lane	18-18-407-036	Western Springs, IL	60558
258	1	5920	Flagg Creek Lane	18-18-407-037	Western Springs, IL	60558
258	2	5918	Flagg Creek Lane	18-18-407-037	Western Springs, IL	60558
258	3	5916	Flagg Creek Lane	18-18-407-037	Western Springs, IL	60558
258	4	5914	Flagg Creek Lane	18-18-407-037	Western Springs, IL	60558
259	1	6001	Flagg Creek Lane	18-18-413-015	Western Springs, IL	60558
259	2	6003	Flagg Creek Lane	18-18-413-015	Western Springs, IL	60558
259	3	6005	Flagg Creek Lane	18-18-413-015	Western Springs, IL	60558
259	4	6007	Flagg Creek Lane	18-18-413-015	Western Springs, IL	60558
260	1	6009	Flagg Creek Lane	18-18-413-016	Western Springs, IL	60558
260	2	6011	Flagg Creek Lane	18-18-413-016	Western Springs, IL	60558
260	3	6013	Flagg Creek Lane	18-18-413-016	Western Springs, IL	60558
260	4	6015	Flagg Creek Lane	18-18-413-016	Western Springs, IL	60558

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EXHIBIT B TO THE THIRD AMENDMENT TO THE COMMUNITY DECLARATION FOR TIMBER TRAILS OF WESTERN SPRINGS

THE BYLAWS OF TIMBER TRAILS OF WESTERN SPRINGS COMMUNITY ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I NAME OF CORPORATION

The name of this corporation is Timber Trails of Western Springs Community Association.

ARTICLE II PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Community Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare and the common use and enjoyment thereof by members of the Community Association, all on a not-for-profit basis. These By-Laws are subject to the provisions of the Community Declaration for Timber Trails of Western Springs ("Community Declaration") recorded with the Offices of the Recorder of Deeds for Cook County, Illinois. All terms used herein shall have the meanings set forth in the Community Declaration.

2.02 POWERS: The Community Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Community Declaration and these By-Laws.

ARTICLE III OFFICES

3.01 REGISTERED OFFICE: The Community Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Community Association's principal office shall be maintained on the Development Area or at the office of its managing agent.

ARTICLE IV MEETINGS OF MEMBERS

4.01 VOTING RIGHTS: Any or all members may be present at any meeting of the

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members, but the voting rights shall be vested exclusively in the Voting Members; provided, that, prior to the Turnover Date, the voting rights shall be vested exclusively in the Declarant and the Voting Members shall have no voting rights. From and after the Turnover Date, each Voting Member, including those designated by Declarant with respect to Dwelling Units or Unbuilt Dwelling Units owned by Declarant, shall be entitled to one vote for each Dwelling Unit or Unbuilt Dwelling Unit which the Voting Member represents. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary.

4.02 PLACE OF MEETING; QUORUM: Meetings of the members shall be held at the principal office of this Community Association or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order as from time to time published. Twenty percent (20%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein or in the Community Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the members present at such meeting.

4.03 ANNUAL MEETINGS: The initial meeting of the members shall be held upon not less than twenty-one (21) days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held no later than thirty (30) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Owners on the anniversary thereof, 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 delivered to the Owners not less than ten (10) days prior to the date fixed for said meeting.

4.04 SPECIAL MEETINGS: Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Community Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

4.05 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered either personally or by mail to the members, addressed to such member at the address given by him to the Board for the purpose of service of such notice or to the Lot of the Owner, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

4.06 Nominations by Mail. Notwithstanding anything to the contrary herein, with regard to any election of any Directors, any members of the Detached Home Committee or any members of the Townhome Committee, nominations may be made by any Owner by mail, on such nomination form and on or before such date and mailed or delivered to such location as may be approved by the Board. This does not imply any modification of terms or provisions contained in the Community Declaration or elsewhere in these Bylaws with regard to the qualifications of Directors or the members of the Detached Home Committee or Townhome Committee, the persons who may be nominated for such offices or other terms or provisions with regard to the making of nominations, and all such terms and provisions shall continue to control.

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4.07 Elections by Mail. Notwithstanding anything to the contrary herein, with regard to any election of any Directors, any members of the Detached Home Committee or any members of the Townhome Committee, votes may be cast by any Voting Member by mail, on such ballot form and on or before such date and mailed or delivered to such location as may be approved by the Board. This does not imply any modification of terms or provisions contained in the Community Declaration or elsewhere in these Bylaws with regard to the election of Directors or the members of the Detached Home Committee or Townhome Committee, and all such terms and provisions shall continue to control.

ARTICLE V BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Community Association shall be vested in the board of directors (the "Board"), which shall consist of five (5) persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of 50% of the Voting Members. Each Director shall be an Owner or a Voting Member.

5.02 DEVELOPER DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the members after the Turnover Date the Board shall consist of three (3) persons from time to time designated by the Declarant, who shall serve at the discretion of the Declarant. During such period the Owners may elect from among themselves that number of non-voting counselors to the Board as the Declarant may, in its sole discretion, permit.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than thirty (30) days after the Turnover Date) the Voting Members shall elect a full Board of Directors in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of the Board other than those designated by the Declarant, the Declarant shall deliver to the Board:

- (a) Original copies of the Community Declaration, these By-Laws, the Community Association's Articles of Incorporation and the Community Association's minute book.
- (b) An accounting of all receipts and expenditures made or received on behalf of the Community Association by the Declarant designated Boards.
- (c) All Community Association funds and bank accounts.
- (d) A schedule of all personal property, equipment and fixtures belonging to the Community Association including documents transferring the property to the Community Association.

5.04 ELECTION: At the initial meeting of the Owners, the Voting Members shall elect a full Board of Directors. The three (3) candidates receiving the greatest number of votes shall each serve a two year term and the two (2) candidates receiving the next greatest number of votes shall each serve a one year term. Thereafter, each Director shall serve a two year term.

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Each Director shall hold office until his term expires or until his successor shall have been elected and qualified. Directors may succeed themselves in office. In all elections for members of the Board, the Voting Member for each Lot shall be entitled to the number of votes equal to the number of Directors to be elected (cumulative voting shall not be permitted).

5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the members.

5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided, that, after the Turnover Date, not less than four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting.

5.07 SPECIAL MEETINGS: Special meeting of the Board may be called by the President or at least one third (1/3) of the Directors then serving.

5.08 ATTENDANCE AT MEETINGS BY OWNERS: Owners may attend meetings of the Board only if, and to the extent, permitted by the Board in its discretion. It is not the intention that Owners 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.

5.09 WAIVER OF NOTICE: Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

5.10 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Community Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: Directors shall receive no compensation, except as expressly provided in a resolution duly adopted by 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Community Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Directors then serving at any annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or Voting Member, he shall be deemed to have resigned as of the

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date of such cessation. A successor to fill the unexpired term of a Director who resigns may be appointed by a majority of the remaining Directors at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.13 POWERS AND DUTIES OF THE BOARD: The Board shall have all of the powers and duties granted to it or imposed upon it by the Community Declaration, these By-Laws, and the Illinois General Not- For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a manager or managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area, Detached Home Exteriors and Detached Home Common Area for which the Community Association is responsible under the Community Declaration and these By-Laws;
- (d) To procure insurance as provided for under the Community Declaration;
- (e) To estimate and provide each Owner with an annual budget showing the Community Expenses, Townhome Expenses and Detached Home Expenses;
- (f) To set, give notice of, and collect Community Assessment, Townhome Assessment and Detached Home Assessment, if any, from the Owners as provided in the Community Declaration;
- (g) To pay the Community Expenses, Townhome Expenses and Detached Home Expenses;
- (h) Subject to the provisions of the Community Declaration, to own, convey, encumber or otherwise deal with any real property conveyed to or purchased by the Community Association;
- (i) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Community Area, Detached Home Exteriors and Detached Home Common Area, and for the health, comfort, safety and general welfare of the Owners. Written notice of any such rules and regulations or amendments thereto shall be given to all Owners affected thereby;
- (j) To delegate the exercise of its power to committees appointed pursuant to Articles Six, Seven and Eight of these By-Laws; and
- (k) To borrow money and pledge the assets of the Community Association,

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including the right to receive future assessments, as collateral for repayment thereof.

ARTICLE VI TOWNHOME COMMITTEE

6.01 IN GENERAL: The Townhome Committee shall consist of three (3) individuals. The Townhome Committee shall have all of the powers granted to it under the Community Declaration and these By-Laws.

6.02 DECLARANT DESIGNATED TOWNHOME COMMITTEE: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date, the Townhome Committee shall consist of three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

6.03 TOWNHOME COMMITTEE AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than thirty (30) days after the Turnover Date) the Voting Members who represent Townhome Lots shall elect a full Townhome Committee in the manner hereinafter provided to replace each the Declarant designated Townhome Committee established under Section 6.02. From and after such meeting, each member of the Townhome Committee shall be a Voting Member who represents a Townhome.

6.04 ELECTION: At each election for members of the Townhome Committee, each Voting Member for each Townhome Lot shall be entitled to the number of votes equal to the number of members to be elected and cumulative voting shall not be permitted. At the initial meeting of the Owners, a full Townhome Committee shall be elected, each member of which shall serve a two (2) year term. Thereafter, each member of the Townhome Committee shall serve a two (2) year term. Each Member of the Townhome Committee shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A member of the Townhome Committee may succeed himself in office and may simultaneously serve as a Director.

6.05 ANNUAL MEETINGS: The Townhome Committee shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Townhome Committee members at the annual meeting of the Owners.

6.06 REGULAR MEETINGS: Regular meetings of the Townhome Committee shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Townhome Committee members, provided that from and after the Turnover Date, not less than two (2) such meetings shall be held during each fiscal year.

6.07 SPECIAL MEETINGS: Special meetings of the Townhome Committee may be called by the President or by at least one-third (1/3) of the Townhome Committee members then serving.

6.08 NOTICE OF TOWNHOME COMMITTEE MEETINGS: Notice of each meeting of the Townhome Committee shall be mailed or personally delivered to each member at least forty-eight (48) hours prior to the meeting.

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6.09 QUORUM: A majority of the Townhome Committee members serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Townhome Committee. Except as otherwise expressly provided herein or in the Community Declaration, any action may be taken upon the affirmative vote of a majority of the Townhome Committee members present at a meeting at which a quorum is present.

6.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Townhome Committee member shall be compensated by the Community Association for services rendered to the Community Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Townhome Committee member shall be reimbursed by the Community Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as the Townhome Committee member.

6.11 REMOVAL OR RESIGNATION OF TOWNHOME COMMITTEE MEMBER: Any Townhome Committee member may be removed from office, with or without cause, by action of the Voting Members who have the right to vote for such Townhome Committee members at any annual meeting or at a special meeting called for such purpose. Any Townhome Committee member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Townhome Committee member may resign at any time by submitting his written resignation to the Board. If a Townhome Committee member ceases to be a Voting Member who represents a Townhome, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Townhome Committee member who resigns or is removed may be appointed by a majority of the remaining Townhome Committee members at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

6.12 POWERS AND DUTIES OF THE TOWNHOME COMMITTEE: Subject to the rights and powers reserved to the Declarant in the Community Declaration, the Townhome Committee shall have all of the powers and duties granted to it or imposed upon it by the Community Declaration and these By-Laws, including, without limitation, the following powers and duties:

- (a) To consult with the Board in the preparation of that portion of the proposed annual budget for the Townhome Expenses, as provided for in the Community Declaration;
- (b) To consult with the Board in providing for the maintenance, repair, alteration, addition, improvement or replacement of the Townhome Lots for which the Community Association is responsible under the Community Declaration and these By-Laws;
- (c) To generally consult with the Board concerning matters relating to the Townhomes.

ARTICLE VII DETACHED HOME COMMITTEE

7.01 IN GENERAL: The Detached Home Committee shall consist of three (3) individuals. The Detached Home Committee shall have all of the powers granted to it under the

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Community Declaration and these By-Laws.

7.02 DECLARANT DESIGNATED DETACHED HOME COMMITTEE: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date, the Detached Home Committee shall consist of three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

7.03 DETACHED HOME COMMITTEE AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than thirty (30) days after the Turnover Date) the Voting Members who represent Detached Home Lots shall elect a full Detached Home Committee in the manner hereinafter provided to replace each the Declarant designated Detached Home Committee established under Section 7.02. From and after such meeting, each member of the Detached Home Committee shall be a Voting Member who represents a Detached Home.

7.04 ELECTION: At each election for members of the Detached Home Committee, each Voting Member for each Detached Home Lot shall be entitled to the number of votes equal to the number of members to be elected and cumulative voting shall be permitted. At the initial meeting of the Owners, a full Detached Home Committee shall be elected, each member of which shall serve a two (2) year term. Thereafter, each member of the Detached Home Committee shall serve a two (2) year term. Each Member of the Detached Home Committee shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A member of the Detached Home Committee may succeed himself in office and may simultaneously serve as a Director.

7.05 ANNUAL MEETINGS: The Detached Home Committee shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Detached Home Committee members at the annual meeting of the Owners.

7.06 REGULAR MEETINGS: Regular meetings of the Detached Home Committee shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Detached Home Committee members, provided that from and after the Turnover Date, not less than two (2) such meetings shall be held during each fiscal year.

7.07 SPECIAL MEETINGS: Special meetings of the Detached Home Committee may be called by the President or by at least one-third (1/3) of the Detached Home Committee members then serving.

7.08 NOTICE OF DETACHED HOME COMMITTEE MEETINGS: Notice of each meeting of the Detached Home Committee shall be mailed or personally delivered to each member at least forty-eight (48) hours prior to the meeting.

7.09 QUORUM: A majority of the Detached Home Committee members serving from time to time shall constitute a quorum for the transaction of business at any meeting of the Detached Home Committee. Except as otherwise expressly provided herein or in the Community Declaration, any action may be taken upon the affirmative vote of a majority of the Detached Home Committee members present at a meeting at which a quorum is present.

7.10 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Detached Home

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Committee member shall be compensated by the Community Association for services rendered to the Community Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Detached Home Committee member shall be reimbursed by the Community Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as the Detached Home Committee member.

7.11 REMOVAL OR RESIGNATION OF DETACHED HOME COMMITTEE MEMBER: Any Detached Home Committee member may be removed from office, with or without cause, by action of the Voting Members who have the right to vote for such Detached Home Committee members at any annual meeting or at a special meeting called for such purpose. Any Detached Home Committee member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Detached Home Committee member may resign at any time by submitting his written resignation to the Board. If a Detached Home Committee member ceases to be a Voting Member who represents a Detached Home, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Detached Home Committee member who resigns or is removed may be appointed by a majority of the remaining Detached Home Committee members at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

7.12 POWERS AND DUTIES OF THE DETACHED HOME COMMITTEE: Subject to the rights and powers reserved to the Declarant in the Community Declaration, the Detached Home Committee shall have all of the powers and duties granted to it or imposed upon it by the Community Declaration and these By-Laws, including, without limitation, the following powers and duties:

- (a) To consult with the Board in the preparation of that portion of the proposed annual budget for the Detached Home Expenses, as provided for in the Community Declaration;
- (b) To consult with the Board in providing for the maintenance, repair, alteration, addition, improvement or replacement of the Detached Home Lots for which the Community Association is responsible under the Community Declaration and these By-Laws;
- (c) To generally consult with the Board concerning matters relating to the Detached Homes.

ARTICLE XIII COMMITTEES DESIGNATED BY BOARD

8.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Community Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

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8.02 SPECIAL AND STANDING COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Community Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners or representative of Owners and the President of the Community Association shall appoint the members of such committee and shall designate a Director to act as a liaison between such committee and the Board. Any member of such committee may be removed by the President of the Community Association whenever in his judgment the best interests of the Community Association shall be served by such removal. The powers and the duties of any such standing committee shall be as set from time to time by resolution of the Board. The chairman of each standing committee shall be a Director (who shall act as the liaison between the committee and the Board), and the other members of the committee (which need not be Directors) shall be appointed and removed from time to time by such chairman.

8.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.04 CHAIRMAN: One member of each committee shall be appointed chairman.

8.05 VACANCIES: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

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

8.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Community Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE XIV OFFICERS

9.01 OFFICERS: The officers of the Community Association shall be a President, one or more Vice Presidents, a Secretary, Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be Directors and shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board.

9.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

9.03 POWERS OF OFFICERS: The respective officers of the Community Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

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(a) The President shall be the Chief Executive Officer of the Community Association and shall preside at all meetings of the members and at all meetings of the Board and shall execute amendments to the Community Declaration and these By-Laws as provided in the Community Declaration and these By-Laws.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the Community Association Seal and have charge of such other books, papers and documents as the Board may prescribe;

(d) The Treasurer shall be responsible for Community Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Community Association books of accounts kept for such purpose.

9.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE X CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Community Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Community Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Community Association.

10.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Community Association shall be signed by such officer or officers, agent or agents of the Community Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Community Association.

10.03 BANK ACCOUNTS: All funds of the Community Association not otherwise employed shall be deposited from time to time to the credit of the Community Association in such banks, trust companies or other depositories as the Board shall elect.

10.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Community Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Community Association.

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ARTICLE XI FISCAL MANAGEMENT

11.01 FISCAL YEAR: The fiscal year of the Community Association shall be established by the Community Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

11.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with a statement of the income and disbursements of the Community Association for such fiscal year.

11.03 SPECIAL STATEMENT: Within ten (10) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board) the Board shall provide the Owner with a statement containing the following information:

- (a) The status of the Owner's account and the amount of any unpaid assessments or other charges due and owing from the Owner; and
- (b) The status and amount of any and all Capital Reserves.

11.04 ASSESSMENT PROCEDURE: Community Assessments, Townhome Assessment, Detached Home Assessments and special assessments shall be made and collected as provided in the Community Declaration.

ARTICLE XII BOOKS AND RECORDS

The Community Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Community Association a record giving the names and addresses of the members. All books and records of the Community Association may be inspected by any Owner, or his mortgagee, agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XIII SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the names of the Community Association and the words "Corporate Seal, Illinois".

ARTICLE XIV AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time by the affirmative votes of Directors having more than two-thirds (2/3) of the total votes, provided that prior to the Turnover Date, Sections 5.02, 6.02 and 7.02 and this Article XIV may not be amended without the written consent of the Declarant, and provided further, that no provision of

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these By-Laws may be amended or modified so as to conflict with the provisions of the Community Declaration,

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