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This instrument was prepared by:

Daniel A. Wolf, Esq.  
Schwartz Wolf & Bernstein LLP  
314 N. McHenry Road  
Buffalo Grove, IL 60089

And

William S. McDowell, Jr.  
7 The Court of Bayview  
Northbrook, IL 60062



Doc# 2204016065 Fee \$93.00

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

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 02/09/2022 01:49 PM PG: 1 OF 20

Above Space for Clerk's Use Only

## AMENDMENT AND RESTATEMENT OF BYLAWS FOR ANCIENT TREE COMMUNITY ASSOCIATION

THIS INSTRUMENT, EXECUTED BY ANCIENT TREE COMMUNITY ASSOCIATION, an Illinois not-for-profit corporation, on December 4, 2021,

WITNESSETH:

WHEREAS:

A. The residential development known as "Ancient Tree" was created pursuant to a declaration recorded in Cook County, IL on May 1, 1974 as Document No. 22722317, which declaration was thereafter duly amended and restated from time to time, and now exists as the "Second Amended and Restated Declaration of Easements, Covenants, and Restrictions for the Ancient Tree Community Association," dated December 6, 2014 and recorded in Cook County, IL on April 23, 2015 as Document No. 1511319060 ("Master Declaration");

B. Pursuant to the terms of the Master Declaration (and its predecessors), and to govern the affairs of the community established thereby (i) an Illinois not-for-profit corporation named "Ancient Tree Community Association," ("the "Association") was incorporated on June 10, 1974, and (ii) bylaws therefor were duly adopted on September 21, 1987, and recorded on December 1, 1987 as Document No. 87635667 ("Bylaws");

C. This instrument has been duly authorized and approved by members of the Association in accordance with the requirements of the Bylaws for amending the Bylaws;

NOW THEREFORE, in consideration of the premises, the Association does hereby declare the following:

1. The land affected by this instrument is described in Exhibit A, attached hereto and made a part hereof.

2. The Bylaws are hereby amended and restated to read in their entirety as shown in Exhibit B, attached hereto and made a part hereof, thus superseding every provision in the document described in Paragraph B of the above recitals.

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3. The amendment and restatement of the Bylaws described above shall become effective on the date shown above in the box reserved for the Clerk's Recorder's use when this instrument is recorded in the Office of the Clerk of Cook County, Illinois.

IN WITNESS WHEREOF, the Association has signed these presents on the day and year first above written.

ANCIENT TREE COMMUNITY ASSOCIATION

By: *Kenneth H. Cooke*  
Kenneth H. Cooke, its President

ATTEST:

By: *Frank Duggan, Jr.*  
Frank Duggan, Jr., its Secretary

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 4th day of December, 2021 by Kenneth H. Cooke and Frank Duggan, Jr., President and Secretary, respectively, of Ancient Tree Community Association, an Illinois not-for-profit corporation, on behalf of said corporation.

*Maria Lambert*  
Notary Public

(Stamp):



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## EXHIBIT A Description of Land

### Parcel 1

The South 702 feet of the South East Quarter of the Northwest Quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian (excepting therefrom the portion of Frum Subdivision of a part of the South East Quarter of the Northwest Quarter of Section 8 lying South of the North line said South 702 feet of the South East Quarter of the Northwest Quarter of Section 8, according to the plat thereof recorded May 15, 1991 as Document 91231846), in Cook County, Illinois.

### Parcel 2

The Northeast Quarter of the Southwest Quarter of Section 8, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

(Containing approximately 60 acres in total)

Commonly known as: Ancient Tree Residential Community Development  
Northbrook, IL 60062

PINS for residences appear on next 2 pages

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## ATCA Single-Family Homes PINS

<u>04-08-100</u>	<u>04-08-300</u>	<u>04-08-300</u>	<u>04-08-311</u>	<u>04-08-311</u>
04-08-100-007	04-08-300-011	04-08-300-066	04-08-311-001	04-08-311-046
04-08-100-008	04-08-300-012	04-08-300-067	04-08-311-002	04-08-311-047
04-08-100-009	04-08-300-013	04-08-300-068	04-08-311-003	04-08-311-048
04-08-100-010	04-08-300-014	04-08-300-069	04-08-311-004	04-08-311-049
04-08-100-011	04-08-300-015	04-08-300-070	04-08-311-005	04-08-311-050
04-08-100-012	04-08-300-016	04-08-300-071	04-08-311-006	04-08-311-051
04-08-100-013	04-08-300-017	04-08-300-077	04-08-311-007	04-08-311-052
04-08-100-014	04-08-300-018	04-08-300-078	04-08-311-008	04-08-311-053
04-08-100-015	04-08-300-019	04-08-300-079	04-08-311-009	04-08-311-054
04-08-100-016	04-08-300-020	04-08-300-080	04-08-311-010	04-08-311-055
04-08-100-017	04-08-300-021	04-08-300-081	04-08-311-011	04-08-311-056
04-08-100-018	04-08-300-022	04-08-300-082	04-08-311-012	04-08-311-057
04-08-100-019	04-08-300-023	04-08-300-083	04-08-311-013	04-08-311-058
04-08-100-020	04-08-300-024	04-08-300-084	04-08-311-014	04-08-311-059
04-08-100-021	04-08-300-025	04-08-300-085	04-08-311-015	04-08-311-060
04-08-100-022	04-08-300-026	04-08-300-086	04-08-311-016	04-08-311-061
04-08-100-023	04-08-300-027	04-08-300-087	04-08-311-017	04-08-311-062
04-08-100-024	04-08-300-028	04-08-300-088	04-08-311-018	04-08-311-063
04-08-100-025	04-08-300-029	04-08-300-089	04-08-311-019	04-08-311-064
04-08-100-026	04-08-300-030	04-08-300-090	04-08-311-020	04-08-311-065
04-08-100-027	04-08-300-031	04-08-300-091	04-08-311-021	04-08-311-066
04-08-100-028	04-08-300-032	04-08-300-092	04-08-311-022	04-08-311-067
04-08-100-029	04-08-300-033	04-08-300-093	04-08-311-023	04-08-311-068
04-08-100-030	04-08-300-034	04-08-300-094	04-08-311-024	04-08-311-069
04-08-100-031	04-08-300-037	04-08-300-095	04-08-311-026	04-08-311-070
04-08-100-032	04-08-300-038	04-08-300-096	04-08-311-027	04-08-311-071
04-08-100-033	04-08-300-039	04-08-300-097	04-08-311-030	04-08-311-072
04-08-100-034	04-08-300-040	04-08-300-098	04-08-311-031	04-08-311-073
04-08-100-035	04-08-300-041	04-08-300-099	04-08-311-032	04-08-311-074
04-08-100-036	04-08-300-042	04-08-300-100	04-08-311-033	04-08-311-078
	04-08-300-043	04-08-300-101	04-08-311-034	04-08-311-079
<u>04-08-103</u>	04-08-300-044	04-08-300-102	04-08-311-035	04-08-311-080
	04-08-300-046	04-08-300-103	04-08-311-036	04-08-311-083
04-08-103-001	04-08-300-048	04-08-300-106	04-08-311-037	04-08-311-084
04-08-103-002	04-08-300-049	04-08-300-107	04-08-311-038	04-08-311-085
04-08-103-003	04-08-300-061	04-08-300-108	04-08-311-039	04-08-311-086
04-08-103-004	04-08-300-062	04-08-300-109	04-08-311-040	
	04-08-300-063	04-08-300-110	04-08-311-041	
	04-08-300-064	04-08-300-111	04-08-311-042	
	04-08-300-065	04-08-300-112	04-08-311-043	
			04-08-311-044	
			04-08-311-045	

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## Ancient Tree Community Association PINS for Condominium Units

<u>Harborside Condo I</u>	<u>Harborside Condo II</u>	<u>Harborside Condo III</u>	<u>Golf Villas Condo</u>
04-08-300-058-1001	04-08-300-075-1001	04-06-300-074-1001	04-08-103-025-1001
04-08-300-058-1002	04-08-300-075-1002	04-08-300-074-1002	04-08-103-025-1002
04-06-300-058-1003	04-08-300-075-1003	04-08-300-074-1003	04-08-103-025-1003
04-08-300-058-1004	04-08-300-075-1004	04-08-300-074-1004	04-08-103-025-1004
04-08-300-058-1005	04-08-300-075-1005	04-06-300-074-1005	04-08-103-025-1005
04-08-300-058-1006	04-08-300-075-1006	04-08-300-074-1006	04-08-103-025-1006
04-06-300-058-1007	04-08-300-075-1007	04-08-300-074-1007	04-08-103-025-1007
04-08-300-058-1008	04-06-300-075-1008	04-08-300-074-1008	04-08-103-025-1008
04-08-300-058-1009	04-08-300-075-1009	04-08-300-074-1009	04-08-103-025-1009
04-08-300-058-1010	04-08-300-075-1010	04-08-300-074-1010	04-08-103-025-1010
04-08-300-058-1011	04-08-300-075-1011	04-08-300-074-1011	04-08-103-025-1011
04-08-300-058-1012	04-08-300-075-1012	04-08-300-074-1012	04-08-103-025-1012
04-08-300-058-1013	04-08-300-075-1013	04-08-300-074-1013	04-08-103-025-1013
04-08-300-058-1014	04-08-300-075-1014	04-08-300-074-1014	04-08-103-025-1014
04-08-300-058-1015	04-08-300-075-1015	04-08-300-074-1015	04-08-103-025-1015
04-08-300-058-1016	04-08-300-075-1016	04-08-300-074-1016	04-06-103-025-1016
04-08-300-056-1017	04-08-300-075-1017	04-08-300-074-1017	04-08-103-025-1017
04-08-300-058-1018	04-08-300-075-1018	04-08-300-074-1018	04-08-103-025-1018
04-06-300-058-1019	04-08-300-075-1019	04-08-300-074-1019	04-08-103-025-1019
04-08-300-058-1020	04-08-300-075-1020	04-06-300-074-1020	04-08-103-025-1020
04-08-300-058-1021	04-08-300-075-1021	04-08-300-074-1021	04-08-103-025-1021
04-08-300-058-1022	04-08-300-075-1022	04-08-300-074-1022	04-08-103-025-1022
04-08-300-058-1023	04-08-300-075-1023	04-08-300-074-1023	04-08-103-025-1023
04-08-300-058-1024	04-08-300-075-1024	04-08-300-074-1024	04-08-103-025-1024
04-08-300-058-1025	04-08-300-075-1025	04-08-300-074-1025	04-08-103-025-1025
04-08-300-058-1026	04-08-300-075-1026	04-08-300-074-1026	04-08-103-025-1026
04-08-300-058-1027	04-08-300-075-1027	04-08-300-074-1027	04-08-103-025-1027
04-08-300-058-1028	04-08-300-075-1028	04-08-300-074-1028	04-08-103-025-1028
04-08-300-058-1029	04-08-300-075-1029	04-08-300-074-1029	04-08-103-025-1029
04-08-300-058-1030	04-08-300-075-1030	04-08-300-074-1030	04-06-103-025-1030
04-08-300-058-1031	04-08-300-075-1031	04-08-300-074-1031	04-08-103-025-1031
04-08-300-058-1032	04-08-300-075-1032	04-08-300-074-1032	04-08-103-025-1032
04-08-300-058-1033	04-08-300-075-1033	04-08-300-074-1033	04-08-103-025-1033
			04-08-103-025-1034
			04-08-103-025-1035
			04-08-103-025-1036
			04-08-103-025-1037
			04-08-103-025-1038
			04-08-103-025-1039
			04-08-103-025-1040
			04-08-103-025-1041

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## EXHIBIT B

### Amended and Restated Bylaws of Ancient Tree Community Association

[Attached hereto behind this cover page]

Property of Cook County Clerk's Office

COOK COUNTY  
RECORDER OF DEEDS

COOK COUNTY  
RECORDER OF DEEDS

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## AMENDED AND RESTATED BYLAWS OF ANCIENT TREE COMMUNITY ASSOCIATION, AN ILLINOIS-NOT-FOR-PROFIT CORPORATION

### ARTICLE I ASSOCIATION

**1.1 Name and Legal Status.** The name of the entity to which these Bylaws pertain (herein referred to as "Association") is *ANCIENT TREE COMMUNITY ASSOCIATION*. The Association is a not-for-profit corporation organized under and subject to the Illinois General Not For Profit Corporation Act of 1986 (805 ILCS /101.01 *et seq.*) ("NFPC Act"). The Association is also a "master association," as that term is defined in Section 2(u) of the Illinois Condominium Property Act (765 ILCS 605/1 *et seq.*) ("Condominium Act"), and is subject to the provisions of the Condominium Act pertaining to master associations.

**1.2 Offices and Registered Agent.** The Association shall maintain a registered office in the State of Illinois and a registered agent at such office, and may have other offices within or without the State of Illinois.

**1.3 Purposes; Master Declaration.** The purposes of the Association are generally to oversee and govern the affairs of the residential community known as "Ancient Tree," pursuant to and in accordance with that certain Second Amended and Restated Declaration of Easements, Covenants, and Restrictions for the Ancient Tree Community Association, dated December 6, 2014, and recorded in Cook County, IL on April 23, 2015 as Document No. 1511319050, as may be amended from time to time thereafter (the "Master Declaration") and these Bylaws.

**1.4 Powers.** The Association shall have and may exercise all powers as are now or may hereafter be granted by (i) the NFPC Act, (ii) the Condominium Act, (iii) the Articles of Incorporation of the Association, (iv) the Master Declaration, and (v) these Bylaws.

**1.5 Condominium Declarations.** Portions of the tract originally subjected to the Master Declaration were subsequently submitted to the provisions of the Condominium Act each by a declaration of condominium thereby establishing, respectively, Harborside I Condominium, Harborside II Condominium, Harborside III Condominium, and Golf Villas Condominium (collectively the "Condominium Declarations").

**1.6 Harmonization of Master Declaration, Condominium Declarations and Bylaws.** These Bylaws are subject to the Master Declaration and shall be construed in a manner consistent therewith and with the provisions of the Condominium Act governing Master Associations. Unless the context otherwise requires, each term having a defined meaning in the Master Declaration has the same meaning when used herein. Provisions of the Master Declaration cited herein take precedence over any summary thereof specified herein.

### ARTICLE II MEMBERS

**2.1 Description, Duration, Duties and Classes of Membership.** Section 2.04 of the Master Declaration describes who are members of the Association ("Members," or in some cases, herein referred to as "Owners") and the covenant to be bound by the Governing Documents (defined in Section 2.8 hereof). The Association shall have 6 classes of membership based solely on the respective Home Types they own as described in Section 3.1 hereof, each having distinctive (i) voting rights in electing Directors

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to the Board as described in 3.3 hereto and removing and replacing Directors as described in Section 3.7 hereof, (ii) allocations of assessments for expenses as described in Section 6.02 B of the Master Declaration, and (iii) maintenance obligations as described in Section 7.06 of the Master Declaration. In all other cases, these Bylaws apply uniformly to all Members.

**2.2 Voting Rights.** If any Owner consists of more than one Person, the voting rights of such Owner shall not be divided, but shall be exercised by one Person ("Voting Member") as if the Owner consisted of only one Person in accordance with the proxy or other designation made by agreement of the Persons constituting such Owner, and in the absence of such a proxy or agreement as follows: (i) if only one of the co-owners is present at a meeting of the Association, he or she shall be entitled to cast all the votes allocated to that Owner's Dwelling or Dwelling Unit; and (ii) if more than one of the co-owners are present, the votes allocated to the subject Dwelling or Dwelling Unit may be cast only in accordance with the agreement of a majority in interest of the co-owners, which majority agreement shall be presumed if any one of the co-owners casts the votes allocated to the subject Dwelling or Dwelling Unit without protest being made promptly to the party presiding over the meeting by any of the other co-owners of such Dwelling or Dwelling Unit. A Voting Member may vote by proxy executed in writing by the Voting Member or by his or her duly authorized attorney in fact provided that (i) that the proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy, and (ii) every proxy must bear the date of execution.

**2.3 Place of Meetings; Quorum; Vote Needed.** Meetings of the Owners shall be held at the Association's Pavilion (so called in the Master Declaration and herein "Clubhouse") or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. Ten percent of the Voting Members, in person or by proxy, shall constitute a quorum. Unless otherwise expressly provided herein or in the Master 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 Voting Members present at such meeting.

**2.4 Annual Meeting.** An Annual Owners Meeting shall be held on the first Saturday of December of each year at 2:00 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such specified date) as may be designated by written notices of the Board.

**2.5 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 Master Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by one-third 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.

**2.6 Notices of Meetings and Other Information.** Notices of meetings of Members shall be delivered to the Members not less than 10 nor more than 30 days prior to the date fixed for said meeting, or in the case of a removal of one or more Directors not less than 20 nor more than 30 days prior to the date fixed of the meeting. A notice of a meeting shall, to the extent practicable, include an agenda of business and matters to be acted upon or considered at the meeting. Any notice or information required under the Master Declaration or Bylaws shall be delivered to each Owner either personally or by mail at the address of the Owner's Dwelling or Dwelling Unit, or at such other address as an Owner may provide to the Board in writing for the purpose of receiving same. Other communications from the Board to Members may be delivered by whatever means the Board deems appropriate.

**2.6 Right to Record Meetings of Owners.** Any Owner may record the proceedings at meetings of



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Owners by tape, film or other means, provided, however, the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

**2.7 Proposed Budget Review.** Each Owner shall receive at least 30 days prior to the adoption thereof by the Board a copy of the proposed annual budget for the Association.

**2.8 Owner's Handbook.** The Association shall compile and provide to the Owner of each Dwelling or Dwelling Unit a loose leaf binder suitable for adding and deleting pages therefrom and containing a copy of (i) the Master Declaration, (ii) these Bylaws, and (iii) the Rules and Regulations adopted by the Board pursuant to Section 3.8(i) hereof (collectively, the "Governing Documents") and such other information as the Board deems informative about the Development and the Village of Northbrook (each an "Owner's Handbook"). If and when changes are made to any of the Governing Documents, the Association shall supplement each Owner's Handbook with pages describing such changes. Each Owner's Handbook shall remain the property of the Association. Not less than 30 days prior to the sale or other transfer of title to a Dwelling or Dwelling Unit, other than resulting from the death of the Owner thereof, said Owner shall surrender the Owner's Handbook therefor to the Manager (defined in Section 3.8(a) hereof) and (ii) inform the prospective succeeding Owner ("New Owner") of the orientation process described below. If the subject Owner Handbook has been lost or destroyed or is incomplete, the Owner responsible for the same shall pay the Association a uniform fee set by the Board to replace the same or those pieces missing therefrom. The Manager shall arrange for the subject Owner's Handbook to be delivered to the New Owner prior to the orientation meeting described in Section 2.9 hereof (on the condition that the same shall be returned, if the subject transaction fails to close).

**2.9 New Owner Orientation.** Prior to moving into a Dwelling or Dwelling Unit a prospective New Owner must meet with a member of the Review and Orientation Committee (described in Section 5.1(j) hereof) to (i) verify in writing that said New Owner has received the Owner's Handbook for the subject Dwelling or Dwelling Unit, and (ii) generally discuss the contents thereof and questions said Owner may have. If, however, such New Owner was residing in the subject Dwelling or Dwelling Unit at the time transfer of title occurred (such as through a testamentary bequest or a transfer provision in a trust), such meeting shall occur within 60 days after such transfer of title.

## ARTICLE III BOARD OF DIRECTORS

**3.1 In General, Number, and Term of Office.** The affairs of the Association shall be administered by a board of directors ("Board"). It is intended that the Board shall fairly represent the Owners of the differing kinds of a Dwelling or Dwelling Unit within the Development. Accordingly, the Board shall consist of 17 people ("Directors"), having the qualifications specified in Section 3.2 and elected in accordance with Section 3.3. The 17 Directors shall be composed of the Owners of Dwellings or Dwelling Units in each of the following categories thereof (each a "Home Type") in the number specified for such Home Type:

- (a) Dwellings in a Single-Family Detached Building: 5
- (b) Dwellings in a Single-Family Attached Building: 4
- (c) Units in the Harborside 1 Condominium: 2
- (d) Units in the Harborside 2 Condominium: 2
- (e) Units in the Harborside 3 Condominium: 2
- (f) Units in the Golf Villas Condominium: 2

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Every Director shall hold office for the term of three (3) years and until his or her successor shall be elected and qualified, provided that Directors may succeed themselves in office.

**3.2. Director Qualifications.** Each Director shall be an Owner and a resident of a Dwelling or Dwelling Unit in the Home Type from which he or she is elected. For the purposes of this paragraph, "Owner" shall conclusively be deemed to include the right to possession of said Dwelling or Dwelling Unit, if (i) the Owner of such Dwelling or Dwelling Unit is a trustee of a trust, or beneficiary thereof, or (ii) such Person is the spouse of any such Person having possessory rights, as aforesaid. If a Director fails to meet such qualifications during his or her term, he or she shall thereupon cease to be a Director, and his or her place on the Board shall be deemed vacant.

### 3.3 Election of Directors.

**(a) Continuity of Board.** Pursuant to an earlier version of these Bylaws, designed to provide continuity to the Board through staggered termination dates of Directors' terms, Directors were heretofore elected for terms expiring after the effective date of these amended and restated Bylaws, which elections and respective terms of office remain unchanged by these Bylaws. To maintain continuity on the Board, commencing with the election of Directors to be held at the Annual Owners Meeting on December 3, 2022, the following matrix shall be used to establish the number of Directors from each of the respective Home Types to be elected in each calendar year:

Three Year Cycle for Electing Directors			
Home Types/Election (cycle) Year	2022 (1)	2023 (2)	2024 (3)
Single Family Detached	3	2	0
Single Family Attached	1	2	1
Harborside 1	1	0	1
Harborside 2	1	1	0
Harborside 3	1	1	0
Golf Villas	1	1	0

The three year cycle matrix described above shall be used for election years after 2024.

**(b) Candidate Procurement Process.** Between September 30 and October 15 each year (or within 15 days after a special election of Owners has been called to fill a vacancy for a partial term as specified in Section 3.7 hereof), the Manager shall mail a notice to all of the Owners within each of the separate Home Types:

- i. a list of Board vacancies (including vacancies resulting from a Director ceasing to be a Director before the expiration of his or her term), if any, to be filled at the next Annual Owners Meeting or special meeting of Owners, as the case may be, for the Home Type designated in such notice; and
- ii. when one or more vacancies need to be filled, a form approved by the Board ("Candidate Profile"), which any Owner may complete with the information required and return to the Manager no later than October 30 of such year, thereby constituting such Owner's request to be named on the ballot as a candidate to fill a vacancy for that Owner's Home Type at the next election of Directors. If vacancies exist for both partial and full terms, the Owner shall designate which such term (not both) the Owner seeks to fill.

**(c) Distribution of Ballots.** Elections to the Board shall be by written ballot. No sooner than 30, nor later than 10 days prior to the next Annual Owners Meeting, or special meeting of Owners to fill a

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partial term vacancy, as the case may be, the Manager shall mail to all of the Owners within each of the separate Home Types for which one or more vacancies need to be filled, a voting package which shall include:

- i. Ballot(s) for each vacancy to be filled for such Home Type, which ballot(s) shall state the term of the vacancies to be filled, and which shall list as candidates for such vacancy each Owner that timely submitted a Candidate Profile for the subject vacancy, and which shall also contain a blank line for a write-in candidate, and which shall indicate the maximum number of people who can be voted for on such ballot(s); and
- ii. a copy of the Candidate Profile submitted by each of the candidates listed on such ballot(s); and
- iii. for each ballot contained in the voting package, one inner envelope bearing only the word "BALLOT". The Voting Member shall insert each completed ballot into a separate inner envelope and shall seal the inner envelopes.
- iv. an outer envelope addressed to the Manager and bearing as a return address the name and address of the Voting Member to whom the voting package was mailed. The Voting Member shall place each of the sealed inner envelopes into the outer envelope and shall seal the outer envelope.

**(d) Delivery of Completed Ballots.** Sealed outer envelopes (which contain sealed inner envelopes which, in turn, contain completed ballots) may either be mailed to the Manager or hand delivered to the Manager at the Clubhouse on or before the day of such Meeting of Owners for such election. Upon receipt of each outer envelope, the Manager will immediately place it in a safe place until the votes are to be counted. Ballots not received by the Manager by the time the subject Meeting of Owners is called to order shall not be counted.

**(e) Tally of Votes Cast.** On the election day:

- i. the outer envelopes containing the "Ballot" envelopes shall be delivered, unopened, to a committee ("Election Committee") of inspectors appointed by the President, which shall consist of at least 4 people including a representative of the Manager. The Election Committee shall then adopt a procedure which shall establish that: (i) the number of envelopes marked "Ballot" corresponds to the number of ballots allowed to the Voting Member or his or her proxy identified on the outside envelope containing them, and (ii) if the vote is by proxy, that a proxy designation has been filed with the Manager as provided elsewhere in these Bylaws, and that such proxy is valid. Such procedure shall be taken in such manner that the vote of any Voting Member or his or her proxy shall not be disclosed to anyone, even the Election Committee. The outer envelopes shall thereupon be placed in a safe place.
- ii. The Election Committee shall then proceed with the opening of the "Ballot" envelopes and the counting of the votes. Every ballot found to contain votes for more candidates than are to be elected, shall be disqualified and shall not be counted. A ballot containing a vote for any write-in candidate shall not be counted unless said ballot is accompanied by a Candidate Profile duly completed and signed by said candidate showing that said candidate is qualified to be elected. Any candidate for election to the Board, or such candidate's representative,

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shall have the right to be present at the counting of votes. Those candidates for Director from each of the respective Home Types receiving the most votes shall be elected to fill the number of vacancies then to be filled. The Election Committee shall report in writing the election results, and thereafter, unless a review of the procedure is demanded by a majority of the Members present, the outer envelopes shall be destroyed and the ballots shall be maintained in a safe place for at least 1 year and may be destroyed anytime thereafter.

## 3.4 Meetings of the Board.

**(a) Annual, Regular, and Special Meetings.** On the third Monday of December each year, the Board shall hold a meeting ("Annual Board Meeting") to (i) elect, one at a time, Officers of the Board in accordance with Article IV hereof, (ii) set the dates for subsequent meetings ("Regular Meetings") for the balance of the next year in accordance with the next sentence, and (iii) take up such business as comes before the Board. Regular meetings of the Board shall be held at such time as shall be determined at the Annual Board Meeting, provided that not less than 3 such Regular Meetings shall be held prior to the next Annual Owners Meeting. Special meetings of the Board may be called by (i) the President or (ii) on the written request of at least one-third of the Directors then serving. A "meeting of the Board" means any gathering of a quorum of Directors held for the purpose of discussing business of the Association.

**(b) Notices of Meetings.** Notices of meetings of the Board shall be given to each Director, personally or by email, or telephone, at least 48 hours prior to the day named for any such meeting and stating the time and place of meeting, and in the case of a special meeting, the purpose for which it was called. Copies of notices of Board meetings shall be posted on the bulletin board at the entrance to the Clubhouse, and in the entranceways, elevators or other conspicuous places in buildings described in the Condominium Declarations, and each Member of the Association shall receive written notice mailed or delivered not less than 10 nor more than 30 days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment.

**(c) Members' Rights.** Meetings of the Board shall be open to any Member of the Association, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or a Member's unpaid share of Common Expenses provided, however, that any vote on these matters shall be taken at a meeting or portion thereof open to any Members. Any Owner may record the proceedings at meetings required to be open by law by tape, film or other means, provided, however, the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

**(d) Quorum; Vote Needed.** A majority of the Directors serving from time to time shall constitute a quorum 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 in Section 5.1 hereof (requiring a vote of a majority of Directors), or in the Master 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.

**3.5 Compensation/Reimbursement for Expenses.** Directors shall receive no compensation, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

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**3.6 Director Conflict of Interest.** If a transaction is fair to the Association at the time it is authorized, approved, or ratified, the fact that a Director is directly or indirectly a party to the transaction is not grounds for invalidating the transaction, provided that the following provisions are satisfied:

(a) In a proceeding contesting the validity of a transaction described above the transaction shall be presumed to be fair to the Association if the material facts of the transaction and the Director's interest or relationship were disclosed or known to all the Directors and the Board authorized, approved or ratified the transaction by the affirmative vote of a majority of disinterested Directors.

(b) For purposes of this section, a Director is "indirectly" a party to a transaction if the other party to the transaction is an entity in which the Director has a material financial interest or of which the Director is an officer, director, general or limited partner, or member.

(c) The provisions of this Section do not apply where a Director is directly or indirectly a party to a transaction involving a grant or contribution, without consideration, by one organization to another.

**3.7 Removal or Resignation of a Director; Vacancies.** Any Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds of the Voting Members of the residential category described in Section 3.1 such Director represents at an annual meeting or at a special meeting called for such purpose. Any Director may resign at any time by submitting his or her written resignation to the Board. A successor to fill the unexpired term of a Director who resigns or is removed shall be elected by the Owners of the Home Type which that Director represented at the next Annual Owners Meeting, or at a Special Meeting of such Owners called for that purpose in accordance with Section 2.5 hereof and allowing sufficient time for the election process specified in Section 3.3 to be completed. Prior to the next Annual Owners Meeting after a vacancy occurs, such vacancy may be filled for a term ending at the next Annual Owners Meeting, (i) in the case of condominium Home Types, by a two-thirds majority vote of the Board of Directors, or the condominium from which such vacancy arose, and (ii) the case of Home Types in Single-Family Detached Buildings and Single-Family Attached Buildings, by a two-thirds majority vote of the Association's Board. Each director shall serve until a successor is elected and qualified.

**3.8 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 NFPC Act, the Condominium Act, the Master Declaration, and these Bylaws, including, without limitation, the following powers and duties:

(a) Engage the services of a manager or managing agent (herein, "Manager"), who shall satisfy the standards and requirements of Section 18.7 of the Condominium Act, and manage and operate the Common Areas and Common Property and Facilities upon such terms and with such authority as the Board may approve, and perform and provide such services as the Association is required to provide to its members under the Declaration which governs the Master Association;

(b) Provide for the hiring, resignation, and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the affairs of the Association;

(c) Provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Areas and Common Property and Facilities for which the Association is responsible under the Master Declaration and these Bylaws;

(d) Procure fire, liability, extended coverage, and errors and omissions insurance and all other insurance as provided for under the Master Declaration and as the Board otherwise deems prudent to have;

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(e) Formulate policy for the administration, management and operation of the Common Area and Common Property and Facilities, including, without limitation, providing for and setting the rental or fee and other terms for the leasing or granting of licenses or concessions with respect to portions of the Common Areas and Common Property and Facilities;

(f) Estimate and provide each Owner with an annual budget showing the Common Expenses;

(g) Set, give notice of, and collect assessments from the Owners as provided in the Master Declaration;

(h) Pay the Common Expenses;

(i) Adopt and from time to time, amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Common Areas and Common Property and Facilities, and for the health, comfort, safety and general welfare of the Owners ("Rules and Regulations"). Written notice of any such rules and regulations or amendments thereto shall be given to all Owners affected hereby and the Common Areas and Common Property and Facilities shall at all times be maintained, administered, used, and enjoyed subject to such Rules and Regulations;

(j) Suspend the rights of an Owner to use any recreational facilities located on the Common Areas and Common Property and Facilities, subject to such Owner's right to a hearing as provided in the Master Declaration; and

(k) Levy late fees or fines (or both) for violations of the Master Declaration, these Bylaws or the Rules and Regulations, upon advance notice and an opportunity to be heard.

## ARTICLE IV OFFICERS

**4.1 Designation; Duties.** At each Annual Board Meeting specified in Section 3.4(a), the Directors shall elect, one at a time, the following officers of the Association ("Officers"), all of whom must be Directors, who shall have the respective duties specified for them:

(a) **President**, who shall preside over the meetings of the Board and of Association Members, and who shall be the chief executive officer of the Association;

(b) **Vice President**, who shall perform all the duties of the President in his or her absence.

(c) **Secretary**, who shall (i) keep, or cause the Manager to keep, the minutes of all meetings of the Board and of Association Members, (ii) be designated as the officer to mail, and receive, notices served by or upon the Association, (iii) execute duly authorized amendments to the Master Declaration and these Bylaws pursuant to the NFPC Act, and (iv), in general, perform all the duties incident to the office of Secretary;

(d) **Treasurer**, who shall be responsible for the financial records and books of account of the Association and the manner in which such records and books are kept and reported; and

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The Board may elect additional officers from time to time as it may see fit to elect.

**4.2 Powers.** The respective officers shall have the general powers usually vested in their respective offices, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

**4.3 Term of Office.** Each officer shall hold office for the term of one year and until his or her successor has been appointed or elected and qualified, provided that officers may succeed themselves.

**4.4. Vacancies.** Vacancies in any office shall be filled by a majority of the Board at a special meeting of the Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he or she succeeds.

**4.6 Removal for cause.** Any officer may be removed for cause at any time by a majority of the Board at a special meeting hereof:

**4.5. No Compensation.** Officers shall receive no compensation for their services as officers, unless expressly provided for in resolutions duly adopted by the Owners.

## ARTICLE V COMMITTEES

**5.1 Standing Committees.** To assist the Board in managing the affairs of the Association, each year a majority of the Board shall create the following described Standing Committees, each of which (except to the extent otherwise specified below for the Executive Committee and Finance Committee) shall consist of two or more Directors (one of whom shall be the chairperson) and any number, which is at least 1 less than the number of Directors on the committee, or other Members, all appointed by a majority of the Board. Each member of a Standing Committee shall serve at the pleasure of the Board. Each of the Standing Committees shall have the duties and functions specified therefor and be subject to the remaining sections of this Article V. Committees and committee members serve solely in investigatory and advisory roles for the benefit and assistance of the Board and may not act on behalf of the Association or bind it to any action.

**(a) Executive Committee.** The Executive Committee shall consist of the 4 Officers of Board plus up to two more Directors appointed by a majority of the Board and shall: (i) be a hearing panel for all violation and enforcement proceedings, (ii) oversee the hiring, performance and relations with the Manager, and (iii) oversee a process for receiving, and responding to, questions, concerns or complaints expressed in writing by any Member about the affairs of the Association or its governance.

**(b) Finance Committee.** The Finance Committee shall consist of the Treasurer, who shall be chairperson, and one or more Directors appointed by the Board. It shall: (i) track income and outgo of the Association, and make recommendations to the Board based on its findings, (ii) oversee preparation of Annual and Capital Reserve Budgets, (iii) oversee and manage short term investments, (iv) oversee insurance for the Association, and (v) oversee the audit of Association books and records.

**(c) Maintenance Committee.** The Maintenance Committee shall: (i) oversee maintenance, repair and replacements of physical assets of the Common Property and Facilities, and (ii) oversee obtaining and adherence to a long range capital needs assessment.

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**(d) Landscape/Snow Removal Committee.** The Landscape/Snow Removal Committee shall: (i) oversee and make recommendations to the Board concerning the hiring and performance of the firm doing landscaping/snow removal for the Association, (ii) monitor compliance with landscaping restrictions on Members of the Association and (iii) oversee the creation and implementation of an ongoing plan for the maintenance, removal and replacement of trees and other landscape materials in the Development.

**(e) Architectural Control Committee.** The Architectural Control Committee shall: (i) through regular inspections oversee compliance with those provisions of the Master Declaration pertaining to maintenance obligations and restrictions on changes or additions to improvements in the Development (including but not limited to Sections 7.03, 7.06, 7.09 and 9.03), (ii) make recommendations to the Board concerning approval or denial of Owner requests to make any such changes or additions, and (iii) issue notices to each Owner whose Dwelling or Dwelling Unit is in violation of the aforesaid sections of the Master Declaration to cure such violation within a prescribed time deemed reasonable by the committee. In performing the aforesaid duties the committee shall pay heed to the requirements and restrictions imposed on the Development by the Village of Northbrook when approving the same as a planned unit development, particularly as they pertain to the maximum sizes of patios and decks, and to such rules and regulations as the Board may adopt pertaining to fences.

**(f) Safety and Security Committee.** The Safety and Security Committee shall oversee: (i) monitoring of vehicular ingress and egress to and from the Development entrance, (ii) oversee compliance with speed limits within the Development, and (iii) propose policies and procedures to promote health and safety in facilities of the Association used for recreational or meeting purposes.

**(g) Recreation Committee.** The Recreation Committee shall oversee: (i) use of: (1) the pool (2) the tennis/pickle ball courts, and (3) the Clubhouse, and (ii) stocking of the Ancient Tree pond with fish and permitted fishing activities in the Development.

**(h) Social Committee.** The Social Committee shall plan and implement community-wide social gatherings for Association Members.

**(i) Legal Affairs Committee.** The Legal Affairs Committee shall: (i) with the President be the governmental liaison with Village of Northbrook, (ii) track and inform the Board of changes in laws affecting master associations and not for profit organizations, and (iii) with the President be the Board's liaison with the Association's legal counsel. The chairperson of the committee shall act as parliamentarian for meetings of Members and Directors.

**(j) Review and Orientation Committee.** The Review and Orientation Committee shall, through its chairperson, or another member of the committee designated by said chairperson, (i) conduct on behalf of the Board meetings with new or prospective new Owners, required under Section 2.8 hereof, and (ii) perform such other functions as the Board, in its discretion, determines.

**(k) Communications Committee.** The Communications Committee shall oversee: (i) production of a periodic Association Newsletter, (ii) the appointment and work of Block Captains for the Association, (iii) the creation and operation of a platform to enable Association Members to communicate with other Members about matters pertaining to the Association or its Members, and (iv) the distribution to each Owner of additional pages for the Owner's Handbook of said Owner, in accordance with Section 2.8 hereof.



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**5.2 Ad Hoc Commissions or Advisory Boards.** The Board may create and appoint persons to a commission, advisory body or other such body which may or may not have Directors as members, which body may not act on behalf of the Association or bind it to any action but may make recommendations to the Board or the Officers. Any such body shall be exempt from the remaining sections of this Article V.

**5.3 Term of Office.** Each member of a committee shall continue as such until the next Annual Board Meeting and until his or her 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.

**5.4 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. Each committee member shall serve at the discretion of the Board and may be removed by a vote of the majority of the Board.

**5.5 Quorum; Vote needed.** 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.

**5.6 Rules.** Each committee may adopt rules for its own government not inconsistent with the Master Declaration, these Bylaws, or the Rules adopted by the Board.

## ARTICLE VI INDEMNIFICATION

**6.1 General.** This Article supplements (but is not intended to amend) the provisions of Section 2.03 of the Master Declaration to the extent not inconsistent therewith. The Association shall indemnify and hold harmless each of its Directors and Officers, each member of any committee appointed pursuant to the Bylaws, and the Board, against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, Officers, committee members, or Board, on behalf of the Owners or Association, or arising out of their status as Directors, Officers, committee members, or Board, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all attorneys' fees and other professional fees, amounts paid in satisfaction of judgments, amounts paid in settlement, and other costs and expenses of any nature whatsoever, reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative, or otherwise, in which any such Director, Officer, committee member, or Board, may be involved by reason of being or having been such Director, Officer, committee member, or Board, provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit, or proceeding to be liable for gross negligence or fraud in the performance of his or her duties as such Director, Officer, committee member, or Board, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by, or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, Officer, committee member, or Board.

**6.2 Advance Payment.** Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board, upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article VI.

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**6.3 Funds to Provide Indemnification; Other Remedies.** The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article, to the extent not otherwise obtained through insurance, provided, however, that the proportion of the total liability hereunder of any Owner arising out of any contract made by or other acts of the Directors, Board, Officers, committee members, or Board, or out of the aforesaid indemnity in favor of the Directors, Officers, committee members, or Board, shall be determined in the same fashion as assessments for Common Expenses are determined as specified in the Master Declaration. The indemnification provided by this Article VI shall not be deemed exclusive of any other rights to which any person seeking indemnification may be entitled under any statute, agreement, vote of members of the Board, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person who has ceased to be a member of the Board, Officer, or committee member (but only to the extent of liabilities alleged to have arisen while such person was acting in their capacity as a member of the Board, Officer, or committee member), and shall inure to the benefit of the devisees, legatees, heirs, executors, administrators, personal representatives, successors, and assigns of such person or entity.

## ARTICLE VII

### LOANS PROHIBITED TO DIRECTORS, OFFICERS, AND EMPLOYEES

Except to the extent permitted under Section 6.2 hereof, no loan shall be made by the Association to a Director, an Officer or any employee of the Association.

## ARTICLE VIII

### CONTRACTS, CHECKS, DEPOSITS AND FUNDS

**8.1 Contracts.** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority shall be confined to specific instances following the approval of the Board of such instrument. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or the Vice President and attested to by the Secretary of the Association.

**8.2 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 Association shall be signed by such officer or officers, agent or agents of the 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 and one of the other Officers, but in no event shall there be less than two signatures.

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

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

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## ARTICLE IX FISCAL MANAGEMENT

**9.1 Fiscal Year.** The fiscal year of the Association shall begin on the first day of January each year.

**9.2 Accounting to Owners.** The Board shall annually supply to all Owners an itemized accounting of the common Expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

**9.3 Special Statement.** Within 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;

(b) A brief description of any expenditures for major repairs, alterations, additions, or improvements to the Common Areas and Common Property and Facilities which are anticipated within the period of 12 months from the date of the statement; and

(c) The status and amount of any and all reserves.

**9.4 Assessment Procedure.** Annual assessments and special assessments shall be made and collected as provided in the Master Declaration.

## ARTICLE X BOOKS AND RECORDS

The Association shall keep at the registered or principal office of the Association those records specified in Section 18.5(d) of the Condominium Act, and shall make them available for examination and copying at convenient hours of weekdays by any by any Owner, or his mortgagee, agent or attorney, upon payment of a reasonable fee for assembling and copying the same, which request shall be satisfied within 30 days after such request is made.

## ARTICLE XI SEAL

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

## ARTICLE XII WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of law, the Master Declaration, the Association's articles of incorporation or these Bylaws, a waiver thereof in writing signed by the person or

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persons entitled to such notice, whether before or after the time stated or required, shall be deemed equivalent to the giving of such notice.

## ARTICLE XIII PARLIAMENTARY AUTHORITY

The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Association in all cases in which they are applicable and in which they are not inconsistent with the Master Declaration, the Association's articles of incorporation, these Bylaws, and then existing law.

## ARTICLE XIV AMENDMENTS

These Bylaws may be amended or modified at any time, or from time to time by the affirmative vote of a two-thirds majority of the Voting Members present in person or by proxy or by absentee ballot, at any regular or special meeting held pursuant to notice, and provided further, that no provision of these Bylaws may be amended or modified so as to conflict with the provisions of the Master Declaration. Any amendment to the Bylaws must be recorded to become effective.

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