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CEDRIC GILES

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PAGE: 1 OF 27

AMENDED AND RESTATED BY-LAWS OF THE TIMBER TRAILS OF WESTERN SPRINGS **COMMUNITY ASSOCIATION**

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THE AMENDED BY-LAWS OF THE TIMBER TRAILS OF WESTERN SPRINGS COMMUNITY ASSOCIATION AN ILLINOIS NOT-FOR-PROFIT CORPORATION

NAME OF CORPORATION

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

ARTICLE I. PURPOSE AND POWERS

- 1.01 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 nealth, 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.
- 1.02 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 II. OFFICES

- 2.01 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.
- 2.02 PRINCIPAL OFFICE: The Community Association's principal office shall be maintained on the Development Area or at the office of its managing agent.

ARTICLE III. MEETINGS OF MEMBERS

3.01 VOTING RIGHTS: Any or all Members may be present at any meeting of the Members, but the voting rights shall be vested exclusively in the Voting Members. Each Voting Member 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 at the annual meeting of the Members, by mail as provided in Election Rules adopted by the Board or by an electronic method adopted by the Board.

- 3.02 PLACE OF MEETING; QUORUM: Meetings of the Members shall be held at the principal office of this Community Association, by electronic conference 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 (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 Members at which a quorum is present upon the affirmative vote of a majority of the Members present at such meeting.
- 3.03 ANNUAL MEETINGS: There shall be an annual meeting of the Members in November, or at such other reasonable time or date (but no earlier than October 20th and no later than December 10th) as may be designated by written notice of the Board delivered to the Members not less than ten (10) days prior to the date fixed for said meeting.
- 3.04 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 Members 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.
- 3.05 NOTICE OF MEETINGS: Notices of meetings required to be given herein may be delivered electronically to those Menibers who have agreed in writing to the receipt of electronic notice, or 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 Member, if no address has been given to the Board. Meeting notices shall include an agenda of business and matters to be acted upon or considered at the meeting.

ARTICLE IV. BOARD OF DIRECTORS

- 4.01 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.
- 4.02 The Voting Members shall elect Directors for terms that expire at the end of the calendar year. Each Director shall serve a two-year term. Each Director shall hold office until the term expires or until a 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).

- **4.03** ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Members.
- 4.04 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 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.
- **4.05** SPECIAL MEETINGS: Special meeting of the Board may be called by the President or at least or e-third (1/3) of the Directors then serving.
- 4.06 ATTENDANCE ATMEETINGS BY MEMBERS: Members 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 Members shall have the right to attend meetings of the Board in the same manner as provided for Members of condominium associations under the Illinois Condominium Property Act.
- 4.07 WAIVER OF NOTICE: Before or at any meeting of the Board any Director may, in writing, waive notice of such pleeting 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 rim 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.
- 4.08 QUORUM: A majority of the Directors serving from im; 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.
- **4.09** 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 the Director's duties as a Director.

- 4.10 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 a written resignation to the Board. If a Director ceases to be an Owner or Voting Member, the Director shall be deemed to have resigned as of the 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 the predecessor's term.
- 4.11 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 30 and 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 Ry-Laws;
 - (d) To procure insurance as provided for under the Compunity Declaration;
 - (e) To estimate and provide each Owner with an annual budger 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 Members 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 Members.
- (j) Written notice of any such rules and regulations or amendments thereto shall be given to all Members affected thereby;
- (k) To delegate the exercise of its power to committees appointed pursuant to Articles Six, Seven and Eight of these By-Laws; and \To borrow money and pledge the assets of the Community Association, including the right to receive future assessments, as collateral for repayment thereof.

ARTICLE V.TOWNHOME COMMITTEE

- 5.01 IN GENERAL: The Townhome Committee shall consist of at least three (3) individuals. At no time shall the Townhome Committee have a membership where the majority are not Board Members. The Townhome Committee shall have all of the powers granted to it under the Community Declaration and these By-Laws.
- **5.02** TOWNHOME COMMITTEE: Each member of the Townhome Committee shall be a Voting Member who represents a Townhome.
- 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. Each member of the 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 the term expires or is terminated or until a successor shall have been elected and qualified A member of the Townhome Committee may serve successive terms and may simultaneously serve as a Director.
- 5.04 ANNUAL MEETINGS: The Townhome Committee shall hold an annual meeting within ten (10) days after the annual meeting of the Members at such location as shall be fixed by the Townhome Committee Members at the annual meeting of the Members.
- 5.05 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 no less than two (2) such meetings shall be held during each fiscal year.

- 5.06 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.
- 5.07 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.
- 5.08 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.
- 5.09 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 duties as the Townhome Committee member.
- 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 Members shall be given an opportunity to be heard at the meeting. Any Townhome Committee member may resign at any time by submitting a written resignation to the Board. If a Townhome Committee member ceases to be a Voting Member who represents a Townhome, the member 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 the predecessor's term.
- 5.11 POWERS AND DUTIES OF THE TOWNHOME COMMITTEE: 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 VI. DETACHED HOME COMMITTEE

- 6.01 IN GENERAL: The Detached Home Committee shall consist of at least three (3) individuals. At no time shall the Detached Home Committee have a membership where the majority are not Board Members. The Detached Home Committee shall have all of the powers granted to it under the Community Declaration and these By-Laws.
- 6.02 DETACHED HOME COMMITTEE: Each member of the Detached Home Committee shall be a Voiring Member who represents a Detached Home.
- 6.03 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 not be permitted. Each member of to Detached Home committee who is not a Board member shall serve a two (2) year term. Each Member of the Detached Home Committee shall serve until the term expires or is terminated or until a successor shall have been elected and qualified. A member of the Detached Home Committee may serve successive terms and may simultaneously serve as a Director.
- 6.04 ANNUAL MEETINGS: The Detached Home Committee shall hold an annual meeting within ten (10) days after the annual meeting of the Members at such place as shall be fixed by the Detached Home Committee Members at the annual meeting of the Members.
- 6.05 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 not less than two (2) such meetings shall be held during each fiscal year.
- 6.06 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.

- 6.07 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.
- 6.08 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.
- 6.09 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Detached Home 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 duties as the Detached Home Committee member.
- RESIGNATION REMOVAL OR 6.10 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 Horse Committee Members at any annual meeting or at a special meeting called for such purpose. Any Detached Home Committee member whose removal has been processed by the Members shall be given an opportunity to be heard at the meeting. Any Detached Home Committee member may resign at any time by submitting a written resignation to the Board. If a Detached Home Committee member ceases to be a Voting Member who represents a Detached Home, the Committee member 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 the predecessor's term.
- 6.11 POWERS AND DUTIES OF THE DETACHED HOME COMMITTEE: 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 VII. COMMITTEES DESIGNATED BY BOARD

- 7.01 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 a majority of Directors and no less than two (2) 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.
- 7.02 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until a 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.
- 7.03 CHAIRMAN: One member of each committee shall be appointed chairman.
- 7.04 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.
- 7.05 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.
- **7.06** 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 VIII. SPECIAL COMMISSIONS

8.01 COMMISSIONS: From time to time the Board may, by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present, create a Commission to research and make recommendations to the Board on issues impacting the community. Commissions do not exercise the authority of the Board in the management of the Community Association nor may they

contractually bind the Association to any service or expense. At the conclusion of the Commission's objectives, the Commission will prepare a written report with its findings and recommendations, and the Commission will be dissolved.

- 8.02 Except as otherwise provided in such resolution, the President of the Community Association shall appoint the Members of such Commissions and shall designate a Director to act as a liaison between such Commissions and the Board. Any member of such Commission may be removed by the President of the Community Association whenever, in the President's judgment, the best interests of the Community Association shall be served by such removal. The powers and the duties of any Commission shall be as set by resolution of the Board. The chairman of each Commission shall be a Director who shall act as the liaison between the Commission and the Board.
- **8.03** TERM: Pach member of a Commission shall continue as such until the next annual meeting of the Board and until a successor is appointed, unless the Commission shall be sooner terminated, or unless such member shall be removed from such Commission, or unless such member shall cease to qualify as a member thereof.
- **8.04** CHAIRMAN: One meinter of each Commission shall be appointed chairman.
- 8.05 VACANCIES: Vacancies in the Membership of any Commission may be filled by appointments made in the same meaner as provided in the case of the original appointments to such Commission.
- **8.06** QUORUM: Unless otherwise provided in the resolution of the Board designating a Commission, a majority of the whole Commission 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 Commission.
- **8.07** RULES: Each Commission may adopt rules for its own government not inconsistent with the Community Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE IX. 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:
 - (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 Members 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 fall 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 of 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.

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 Kaserves.
- 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 the Owner's 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 mative wided that a soft of the period of th affirmative votes of Directors having more than two-thirds (2/3) of the total votes, provided that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Community Declaration. Amendments shall

EXHIBIT A

Legal Description of the Development Area

[Unit 1]

That part of the East Half of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian and the Southwest Quarter of the Section 17, Township 38 North, Range 12 East of the Third Principal Meridian, taken as a tract and described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18; thence North 87°58'47" East along the North line of the Southeast Quarter of said Section 18, a distance of 391.70 feet to the point of beginning; thence continuing North 87°58'47" East along said North line a distance of 879,14 feet; thence North 43°03'53" East, 70.82 feet; thence North 01°51'02" West, 66.94 feet; thence North 87°58 120 East, 190.00 feet; thence North 32°33'36" East, 84.20 feet; thence North 87°58'17" East, 423.07 rece thence South 70°52'44" East, 142.43 feet; thence North 87°58'17" East, 87.00 feet; thence Scain 01°56'00" East, 135.00 feet to the East/West center-line of said Section 18; thence South 87° 18' 17" West along said last described line a distance of 24.00 feet; thence South 21°36'27" East, 283.4% feet; thence South 02°37'47" West, 293.93 feet; thence North 87°58'47" East, 529.83 feet to the West Right of Way line of Wolf Road; thence South 03°21'06" West along said last described line .633.34 feet; thence South 34°22'37" West, 28.81 feet (the following four (4) calls are along it - Northerly line of the Plainfield Road Right of Way) thence South 65°45'07" West, 90.01 feet, thence South 70°47'35" West, 149.82 feet; thence South 19°12'26" East, 17.00 feet; thence South 70°47'35" West, 716.00 feet to a line designated as a boundary for an "Historical Marker" thence North 62°00'31" West along said last described line a distance of 50.02 feet; thence South 36°55'41" West along said boundary for an "Historical Marker" 55.68 feet to the Northerly line of Plainfield Road; (the following six (6)) calls being along said last described line) thence South 57°59'(7" West, 469.20 feet; thence South 46°01'00" West, 361.84 feet; thence South 53°06'26" West, 194.12 feet; thence South 54°18'56" West, 145.47 feet; thence South 60°45'24" West, 242.01 feet; thence South 64°09'55" West, 606.04 feet to the East line of that property conveyed to the County of Cook by Warranty Deed recorded February 6, 2004 as Document No. 0403742213; (the following four (4) calls being along said East line) thence North 10°49'02" East, 155.22 feet; thence 1 ort. 09°44'26" East, 809.86 feet; thence North 02°14'23" East, 1506.44 feet; thence North 22°03'52" East, 139.42 feet to the point of beginning, in Cook County, Illinois.

Also

That part of the Southeast Quarter Section 18, Township 38 North, Range 12 East of the Third Principle Meridian described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18, thence South 01°46'04" East along the West line of the Southeast Quarter of said Section 18, a distance of 268.38 feet to the point of beginning; thence continuing South 01°46'04" East along said last described line a distance of 1001.53 feet to the North line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; thence North 88°55'29" East, 134.83 feet (measured) 134.94 (Deed), to the West line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; thence North 02°14'38" East along said last described line a distance of 1232.39 feet to the South line of Document No. 17065114 recorded November 14, 1957; thence South 87°04'35" West, 100.56 feet; thence South 28°57'52" West,

221.87 feet; thence South 10°14'07" West, 34.22 feet to the point of beginning, in Cook County, Illinois, containing 4.729 Acres.

Along with

That part of the Southeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal Meridian described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18; thence South 01°46′04″ East along the West line of the Southeast Quarter of said Section 18, a distance of 1369.92 feet to the South line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593 for a point of beginning; thence continuing South 01°46′04″ East along said last described line a distance of 800.63 feet to the West line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; (the following two (2) calls being along said last described line) thence North 09°28′30″ East, 568.85 feet; thence North 02°14′38″ East, 241.74 feet to the South line of the property conveyed to the County of Cook by Warranty Deed recorded September 20, 1957 as Document No. 17017593; thence South 88°55′29″ V/est, 127.83 feet (measured) 127.81 (Deed), to the point of beginning, in Cook County, Illinois. Containing 1.373 Acres.

[Unit 2]

Outlot N in Timber Trails Unit 1, being in Subdivision of part of the West Half of the Southeast Quarter of Section 18, Township 38 North Range 12 East of the Third Principle Meridian, recorded October 27th, 2005 as, Document No. 0530003135, all in Cook County, Illinois.

Also described as:

That part of the Southeast Quarter of Section 18, Township 38 North, Range 12 East of the Third Principal, described as follows: Commencing at the Northwest corner of the Southeast Quarter of said Section 18; thence North 87°58'47" East along the North line of the Southeast Quarter of said Section 18, a distance of 391.70 feet to the point of beginning; thence continuing North 87°58'47" East along said last described line a distance of 875.51 feet; thence South 17°46'00" East, 136.53 feet; thence South 19°09'41" East, 30.05 feet; thenc: South 11°44'02" East, 44.43 feet; thence South 21°36'26" East, 177.07 feet; thence South 10°10'04" East, 46.91 feet; thence South 02°37'47" West, 148.58 feet; thence South 19°46'39" West, 56.12 feet; thence Southerly along a curve non-tangent to the last described line being concave Easterly having a radius of 255.00 feet and a chord bearing of South 11°52'43" West a distance of 285.37 feet; thence South 32°00'53" East along a line non-tangent to the last described curve, 62.80 feet; theree South 57°59'07" West, 5.20 feet; thence South 32°00'53" East, 78.00 feet; thence South 25°08'14" East, 50.45 feet; thence South 06°20'03" East, 24.32 feet; thence South 57°59'07" West, 13.03 feet; thence South 52°31'53" East, 122.79 feet; thence South 13°22'35" East, 31.66 feet; thence Southeasterly along a curve non-tangent to the last described line being concave Southerly having a radius of 24.00 feet and a chord bearing of South 65°13'31" East a distance of 47.58 feet to a point of reverse curvature; thence Southerly along a curve concave Easterly having a radius of 210.00 feet and a central angle of 17°17'57" a distance of 63.40 feet to a point of tangency; thence South 25°44'05" East, 113.93 feet to a point of curve; thence Southerly along a curve concave Westerly having a radius of 129.00 feet and a central angle of 01°52'09" a distance of 4.21 feet to a point of tangency; thence South 23°51′56" East, 32.68 feet; thence South 20°58'50" East, 79.47 feet; thence South 23°51'56" East, 24.53 feet to a point of curve. thence Southerly along a curve concave Easterly having a radius of 100.00 feet and a central angle of 24°36'44" a distance of 42.96 feet to a point of reverse curvature; thence Southerly

along a curve concave Westerly having a radius of 100.00 feet and a central angle of 20°38'01" a distance of 36.01 feet to a point of tangency; thence South 27°50'39" East, 10.21 feet to the most Easterly corner of Outlot N in Timber Trails Subdivision Unit 1, recorded October 27, 2005 as a Document No. 0530003135; (the following five (5) calls being along the Southeasterly boundary of said Outlot N and the Northwesterly line of Plainfield Road), thence South 57°59'07" West 382.10 feet; thence South 46°01'00" West, 462.81 feet to a point of curve; thence Southwesterly along a curve concave Northwesterly having a radius of 470.87 feet and a central angle of 14°19'19" a distance of 117.70 feet to a point of tangency; thence South 60°20'19" West, 590.24 feet; thence South 64°09'55" West, 377.75 feet to the Southwesterly corner of said Outlot N; (the following four (4) calls being along the Westerly boundary of said Outlot N), thence North 10°49'02" East, 155.22 feet; thence North 09°44'26" East, 809.86 feet; thence North 02°14'23" East, 1506.44 feet; thence North 22°03'52" East, 139.42 feet to the point of beginning, all in Cook County, Illino's. Containing 58.257 +/- Acres.

Now Known As:

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 Cotober 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"), and

Lots 70 through 104, both inclusive, Lots 106 through 221, both inclusive, Lots 223 through 232, both inclusive, Lots 250 through 260, both inclusive, 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 plan thereof recorded in Cook County, Illinois on February 22, 2007, as Document No. 0705315075 ("Timber Trails Subdivision Unit 2")

UNOFFICIAL COPY

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