

~~THE BY-LAWS OF THE~~
YORK WOODS COMMUNITY ASSOCIATION ~~AN ILLINOIS NOT-FOR-PROFIT~~
~~CORPORATION~~

ARTICLE I
NAME OF CORPORATION

The name of this corporation is the York Woods Community Association (the "Association").

ARTICLE II
PURPOSE AND POWERS

2.1 PURPOSES: The purposes of this Association are to act on behalf all its members collectively, as their governing body, to ensure high standards of maintenance and operation of all property in York Woods reserved for the common use of all residents and owners of property therein and to ensure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of York Woods, all on a not-for-profit basis. These By-Laws are subject to the provisions of the Declaration of Conditions, Covenants, Restrictions, Reservations, and Easements (the "Declaration") recorded with the Office of the Recorder of Deeds for DuPage County, Illinois on October 5, 1962, as Document No. R62-35480, as amended from time to time. All terms used herein shall have the meanings set forth in the Declaration.

2.2 POWERS: The 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 Declaration and these By-Laws.

ARTICLE III
OFFICE

The Association shall have and continuously maintain in the State of Illinois 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.

ARTICLE IV
MEETINGS OF MEMBERS

4.1 VOTING RIGHTS: (a) The Association shall have one class of membership. Every record owner of a fee simple interest in a Lot at York Woods shall be a member of the Association and each such member shall be entitled to one vote on each matter submitted to a vote of members for each Lot owned by him, her or it, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(b) Where there is more than one owner of a Lot and, if only one of the multiple

owners is present at a meeting of the membership, he or she is entitled to cast the member vote associated with that Lot.

(c) A member may vote:

- (1) by proxy executed in writing by the member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the Community Instruments or the written proxy itself provide otherwise, proxies will not be valid for more than 11 months after the date of its execution; or
- (2) by submitting an Association-issued ballot in person at the election meeting; or
- (3) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or By-Laws; or
- (4) by any electronic or acceptable technological means.

Votes cast under any of the foregoing subparagraphs are valid for the purpose of establishing a quorum.

(d) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all members not less than 10 and not more than 30 days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the member shall state that a member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that member.

(e) Upon proof of purchase, the purchaser of a Lot from a seller other than the Declarant pursuant to an installment contract for purchase shall, during such times as he or she resides in the Dwelling, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, shall have the right to vote for the members of the Board, to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

A member entitled to vote may vote in person or by proxy executed in writing by the member or by that member's duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

4.2 PLACE OF MEETING: QUORUM: Meetings of the members shall be held at a place designated by the Board in DuPage County as may be designated in any notice of a meeting. Members holding at least twenty percent (20%) of the total votes in the Association, represented in person or by proxy, shall constitute a quorum. Unless otherwise expressly provided herein or in the 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 votes present and voted, either in person or by proxy.

4.3 ANNUAL MEETINGS: There shall be an annual meeting of the members on the 1st day of November, commencing at the hour of 7 p.m., or at such other reasonable date and time (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the members. ~~not less than five (5) nor more than sixty (60) days before the date of the meeting.~~ Directors may be elected at the annual meeting. Elections shall be held in accordance with the Community Instruments, provided that an election shall be held no less frequently than once every 24 months, for the Board of Directors from among the membership of the Association. If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed 90 days, then 20% of the members may bring an action to compel compliance with the election requirements specified in the By-Laws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

4.4 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 Declaration or these By-Laws, require the approval of all or some of the members or for any other reasonable purpose. Said meetings may be called by the President, by a majority of the Board, or by members holding at least twenty percent (20%) of the total votes in the Association. Notice of special meetings shall be given as set forth herein.

4.5 NOTICE OF MEETINGS: Each owner of a Lot in York Woods shall file the correct mailing address of such owner with the Board. Notices of meetings required to be given herein may be delivered either personally or by mail or other prescribed delivery method to the owner, addressed to such owner at the address given by such owner to the Board for the purpose of service of such notice or to the Lot of the owner, if no address has been given to the Board. The notice shall specify the date, time, ~~and~~ and place and purpose or purposes of the meeting ~~and, in the case of a special meeting, the purpose or purposes for which the meeting is called.~~ Notices of meetings shall be delivered not less than ~~ten five (510)~~ ten five (510) nor more than ~~thirtysixty (3060)~~ thirtysixty (3060) days before the date of the meeting, or in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets not less than twenty (20) nor more than sixty (60) days before the date of the meeting, by or at the direction of the President, or the Secretary, or the officer or persons calling the meeting, to each member of record entitled to vote at such meeting. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

ARTICLE V
BOARD OF DIRECTORS

5.1 GENERAL: The affairs of the Association shall be vested in the Board of Directors (the "Board"), which shall consist of seven (7) persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of members holding a majority of the total votes in the Association. Each Director shall be a member, provided that if there are multiple members with respect to a Lot, only one such member shall be eligible to serve as a Director at any one time, unless the member owns another Lot independently.

5.2 ELECTION: At the initial meeting of the members, the members shall elect a full Board. The four (4) candidates receiving the greatest number of votes shall each serve a two-year term and the three (3) candidates receiving the next greatest number of votes shall each serve a one-year term. Thereafter, each Director shall serve a two-year term. Each Director shall hold office until his term expires or until his or her successor shall have been duly elected and qualified. Directors may succeed themselves in office. Cumulative voting shall not be permitted. The Association shall upon request provide to any member, within 10 days of the request, the names, addresses, and weighted vote of each member entitled to vote at the meeting to elect members of the Board of Directors.

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

5.4 REGULAR MEETINGS: Regular meetings of the Board shall be held at such date, time and place in DuPage County as shall be determined by the Board, provided, that, not less than four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be mailed or delivered to each Director at least forty-eight (48) hours prior thereto. The notice shall state the time and place of such regular meeting.

5.5 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by 25%at least one third (1/3) of the Directors then serving.

5.6 ATTENDANCE AT MEETINGS BY MEMBERS: The Board must reserve a portion of the meeting of the Board for comments by members; provided, however, the duration and meeting order for the member comment period is within the sole discretion of the Board. Meetings of the Board shall be open to any member except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting 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 discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or owner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. (2) ~~to~~

~~consider information regarding appointment, employment or dismissal of an employee; or (3) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the Association.~~ Any vote on these matters shall be taken at a meeting or portion thereof open to any member. Any member may record by tape, film or other means the proceedings at meetings required to be open by the Illinois General Not-for-Profit Corporation Act; the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of such meetings shall be mailed or delivered by a prescribed delivery method at least 48 hours prior thereto, ~~unless a written waiver of such notice is signed by the persons entitled to notice before the meeting is convened.~~ Copies of notices of meetings of the Board shall be posted in entranceways, elevators, or other conspicuous places in the common or community areas at least forty-eight (48) hours prior to the meeting. Where there is no common entranceway for seven (7) or more ~~units~~Dwellings, the Board may designate one or more locations in the proximity of such Dwellings where the notices of meetings shall be posted. The Board shall give members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within 10 to 60 days prior to the meeting, unless otherwise provided in Section 1-45 (a) or any other provision of the Common Interest Community Association Act.

5.7 WAIVER OF NOTICE: Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

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

5.9 COMPENSATION: Directors shall receive no compensation, but may be reimbursed for their expenses.

5.10 RESIGNATION OR REMOVAL OF DIRECTOR: Any Director may resign at any time by submitting his or her written resignation to the Board. If a Director ceases to be an owner, he or she shall be deemed to have resigned as of the date of such cessation. Members holding at least two-thirds of the total votes may remove a director at a duly called special meeting. 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 of the Board called for such purpose and any successor so appointed shall serve the balance of his or her predecessor's term. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds vote of the remaining Board members until the next annual meeting of the membership or until members holding

at least 20% of the total votes of the Association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by membership holding at least 20% of the total votes of the Association requesting such a meeting.

5.11 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 Declaration, these By-Laws, and the Illinois General Not-for-Profit Corporation Act. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the common or community areas or more than one Dwelling, on behalf of the members or owners as their interests may appear. The powers and duties of the Board include but are not limited to:

(a) Maintenance, repair and replacement of common or community areas, including the method of approving payment vouchers.

(b) Engaging the services of a manager or management company.

(c) After notice and an opportunity to be heard, to levy and collect reasonable fines from members or owners for violations of the Declaration, By-Laws and rules and regulations of the Association.

ARTICLE VI OFFICERS

6.1 OFFICERS: The officers of the Association shall be a President, a Secretary and a Treasurer. 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.

6.2 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 maybe filled by the Board at any meeting thereof.

6.3 POWERS OF OFFICERS: The respective officers of the 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 Association and shall preside at all meetings of the members and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws as provided in the Declaration and these By-Laws;
- (b) The Secretary shall keep minutes of all meetings of the members and of the Board and shall have custody of the Association seal and have charge of such other books, papers and documents as the Board may prescribe;
- (c) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

6.4 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services, but may be reimbursed for their expenses.

6.5 ASSISTANT OFFICERS: The Board may designate such assistant officers in its discretion from time to time.

ARTICLE VII CONTRACTS, CHECKS, DEPOSITS AND FUNDS

7.1 CONTRACTS: The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the 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 and attested to by the Secretary or Treasurer of the Association.

7.2 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 countersigned by the President of the Association.

7.3 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.

7.4 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.

7.5 The Association may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to members within (twenty) 20 days after a decision is made to enter into the contract and the members are afforded an opportunity by filing a petition, signed by 20% of the membership, for an election to approve or disapprove the contract; such petition shall be filed within (twenty) 20 days after such notice and such election shall be held within (thirty) 30 days after filing the petition. For purposes of this provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

7.6 The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and the management company.

7.7 A management company holding reserve funds of the Association shall at all times maintain a separate account for each association, unless by contract the Board authorizes a management company to maintain Association Reserves in a single account with other associations for investment purposes. With the consent of the Board, the management company may hold all operating funds of associations which it manages in a single operating account, but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company. A management company that provides common interest community association management services for more than one common interest community association shall maintain separate, segregated accounts for each common

interest community association. The funds shall not, in any event, be commingled with funds of the management company, the firm of the management company, or any other common interest community association. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the respective common interest community association.

ARTICLE VIII FISCAL MANAGEMENT

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

8.2 ASSESSMENT PROCEDURE: Annual assessments and special assessments shall be made and collected as provided in the Declaration.

ARTICLE IX 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 X AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time by the affirmative vote of a majority of members voting at a meeting at which a quorum is present, provided that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration.

ARTICLE XI USE OF TECHNOLOGY

11.1 Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any Community Instrument or any provision of the Common Interest Community Association Act may be accomplished using acceptable technology means. This Article governs the use of technology in implementing the provisions of any Community Instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

11.2 The Association, owners, members and other persons entitled to occupy a Dwelling may perform any obligation or exercise any right under any Community Instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

11.3 A signature transmitted by acceptable technological means satisfies any requirement for a signature under any Community Instrument or any provision of the

Common Interest Community Association Act.

11.4 Voting on, consent to, and approval of any matter under any Community Instrument or any provision of the Common Interest Community Association Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

11.5 Subject to other provisions of law, no action required or permitted by any Community Instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

11.6 If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of acceptable technological means.

11.7 This Article does not apply to any notices required: (i) under Article IX of the Code of Civil Procedure; or (ii) in connection with foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.