



Creekside

AT PLUM GROVE ASSOCIATION



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KAREN A. YARBROUGH

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**AMENDED BY-LAWS
OF THE
CREEKSIDE AT PLUM GROVE ASSOCIATION**

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**AMENDED BY-LAWS
OF THE
CREEKSIDE AT PLUM GROVE ASSOCIATION**

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**AMENDED BY-LAWS
OF THE
CREEKSIDE AT PLUM GROVE ASSOCIATION**

These Amended By-Laws ("By-Laws") were approved and adopted by no less than two-thirds (2/3) of the Board of Directors of the Creekside at Plum Grove Association ("Association") pursuant to the Amended Articles of Incorporation, Article 4. These By-Laws shall replace and supersede in their entirety, any previously dated By-Laws of the Association.

The Association and its Owners hold record title to that certain real estate (the "Property") situated in the City of Rolling Meadows, Cook County, Illinois, legally described in Exhibit A.

**ARTICLE ONE
Definitions**

1.1 "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail or any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification and verifiability.

1.2 "Association" means the association of all of the members of a common interest community, acting pursuant to bylaws through its duly elected board of managers or board of directors. Whenever it is used in these by-laws means the Creekside at Plum Grove Association, a non-profit corporation organized and existing under the laws of the State of Illinois.

1.3 "Charter" means the Association's Articles of Incorporation as amended at the time as of which the term shall be applied.

1.4 "Common Area" or "Commons" means the portion of the Property other than a Unit owned by the Association.

1.5 "Common Expenses" means the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the common interest community association.

1.6 "Community Instruments" means all documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

1.7 "Creekside Owner" means all persons who shall hold an ownership interest in the Residential Units at the time as of which the term shall be applied.

1.8 "Declaration" means the Creekside at Plum Grove Amended and Restated Declaration, recorded by the Recorder of Deeds of Cook County, Illinois on February 1, 2017, as Document Number 1703219050, as amended and supplemented from time to time.

1.9 "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

1.10 "Member" means an owner or owners of a residential unit who, as such, is a Member of the Creekside at Plum Grove Association.

1.11 "Owner" or "Residential Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit/Residential Unit.

1.12 "Prescribed delivery method" means mailing, delivering, posting in an association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the Community Instruments.

1.13 "Residence" means a single family residence constructed upon a numbered lot.

1.14 "Rules and Regulations" means a prescribed guide adopted and from time to time amended by the Board to implement requirements and prohibitions outlined in the Declaration. Such Rules and Regulations shall be accompanied by consequential actions to be considered and taken by the Board. Such Rules and Regulations shall also be accompanied by procedures of redress.

1.15 "Unit" or "Residential Unit" means a part of the Property designed and intended for any type of independent use, including the respective numbered lots on which Residences are situated.

ARTICLE TWO

Membership

Section 2.1 Membership.

Each person who has an ownership interest in a Residential Unit shall be a member of the Association. No person having any ownership interest in any Residential Unit shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner shall be of any force or effect for any purpose. Upon the sale or transfer of any ownership interest in any Residential Unit, membership in the Association shall thereby be transferred to the transferee whether or not the transfer of

membership shall be expressed in the deed or any other instrument of conveyance or transfer of such interest. Lessees are not deemed Members.

Section 2.2 Voting Rights.

(a) In each case in which one person shall hold the entire ownership interest in a Residential Unit, that person shall be entitled to one vote on each matter on which members shall have a right to vote. In each case in which more than one person shall hold an ownership interest in a Residential Unit, (i) all Owners of such Residential Unit shall be entitled to collectively cast one vote on each matter on which members shall have a right to vote or (ii) such vote may be cast in any manner in which the Owners of such Residential Unit shall determine among themselves.

(b) Any person who is, or is designated by the Owner and is over the age of eighteen and is a resident of a Residential Unit shall be conclusively presumed to have the power to cast the vote attributable to such Residential Unit or to authorize another person to cast such vote by proxy unless the Board shall have received written notice to the contrary by an Owner of such Residential Unit. When there is more than one Owner of a Residential Unit and there is only one member vote associated with that Residential Unit, if only one of the multiple Owner is present at a meeting of the membership, he or she is entitled to cast the member vote associated with that Unit. Written notice of any meeting of Association members or of any other matter shall for all purposes be deemed to have been given to all persons having an ownership interest in a Residential Unit if it shall be delivered to that Residential Unit or sent via prescribed delivery method, provided that the Owner submitted written authorization to the Association for electronic delivery and an electronic address to which such communications are to be electronically transmitted. No person under the age of eighteen may cast all or any part of the vote attributable to any Residential Unit.

Section 2.3 Membership Meetings.

(a) Annual Meetings. An annual meeting of the Association's members shall be held at a time selected by the Board of Directors in accordance with the requirements of the Declaration. The Board of Directors may be elected at the annual meeting.

(b) Special Meetings. Special meetings of the Association may be called by the President, the Board, or twenty percent (20%) of the membership, upon submittal of a signed petition to the Board requiring the Board to call a special meeting.

(c) Place. Membership meetings initiated by the Board shall be held at a place designated by the Board conveniently accessible from the Creekside Property.

Section 2.4 Notice of Meeting. Notice of any members meeting shall be given detailing the time, place, and purpose of such meeting no less than 10 and no more than 30 days prior to the meeting through a prescribed delivery method. The notice shall: (i) identify the time, date and place of such meeting, and (ii) describe each matter which the Board then intends to submit for a vote by members, if any.

(a) 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 this Act may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of any Community Instrument or any provision of this Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, Owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any community instrument or any provision of this Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of this Act.

(d) Voting on, consent to, and approval of any matter under any community instrument or any provision of this 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.

(e) Subject to other provisions of law, no action required or permitted by any community instrument or any provision of this 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.

(f) 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.

(g) This Section 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 this Act.

Section 2.5 Electronic Communication. The Board must obtain written Owner consent in order to send communications/notices to an Owner electronically. The language in the Amended and Restated Declaration recorded February 1, 2017 allows the Board to send notices/communications to Owners electronically, IF the owner consents in writing. Thus, the Board must send out a consent form to each Owner and receive a signed one back from each owner. If the Owner does not consent, the Board would have to still send via mail or personal delivery to that Owner.

Section 2.6 Quorum. Twenty percent (20%) of the Association shall constitute a quorum.

Section 2.7 Proxies.

(a) Proxy Rules. At any meeting of members, any member may vote in person or by proxy. Any proxy granted must be filed with the Association's Secretary as a precondition to the exercise of the voting rights granted thereby. Any proxy granted by a member shall expire upon the completion of the matter for which the meeting was called.

(b) Standard Proxy. Each notice supplied in connection with a membership meeting pursuant to the requirements of Section 2.3 shall be accompanied by a form of proxy which may be executed by the person having the right to cast the vote attributable to each Residential Unit and which (i) identify the matters for which the meeting was called (ii) shall name persons nominated by the Board to cast the vote attributable to the person signing the proxy (the named persons may be members of the Board and are herein called the "voting representatives"); (iii) shall permit the person signing the proxy to mark the proxy to indicate the voter's which candidates for election to the Board are to receive his or her vote and to indicate how his or her vote is to be cast with respect to every other matter identified in the notice relating to the meeting; (iv) shall be revocable by the person signing it by written notice to the Association's Secretary at any time prior to the time votes are taken on the matters covered by the proxy; and (v) shall grant the voting representatives discretionary authority to cast the vote of the person signing the proxy with respect to any other matter which may come before the meeting in such manner as the voting representatives shall deem best. The member may submit his/her proxy by mail or by electronic means. The voting representatives shall cast the votes attributable to all proxies received by them as directed on the proxies, provided that in the event an express choice shall not be indicated by the person executing any proxy, the voting representatives shall cast the vote attributable to such person as indicated in the proxy form itself with respect to every matter listed on the form except election of directors.

Section 2.8 Member Initiatives. In the event any members shall initiate any action causing the Board to call a membership meeting pursuant to the provisions of Section 2.3 (b), a notice of meeting and proxy having the same content as prescribed in Sections 2.3 and 2.4 shall be distributed within the time requirements prescribed by Sections 2.3 and 2.4 by the Board.

ARTICLE THREE
Election of Directors

Section 3.1 Number of Directors. The Board of Directors of the Association shall consist of seven positions, three of which shall be Class A directorship positions, two of which shall be Class B directorship positions and the remaining two of which shall be Class C directorship positions.

Section 3.2 Qualifications for Directors. A person shall not be qualified to be a director of the Association unless such person (i) shall have been domiciled in one of the Residential Units for at least one year prior to such person's election as a director; and (ii) shall be in full compliance with all Rules and Regulations, including payment of assessments and fines. In the event any person serving as a director shall cease to be domiciled in one of the Residential Units, then such person's membership on the Board of Directors shall automatically

terminate at the time such person shall cease to be domiciled in a Residential Unit. If there are multiple owners of a single Residential Unit, only one of the multiple owners shall be eligible to serve as a member of the Board at any one time, unless the Owner owns another Residential Unit independently.

Section 3.3 Nominating Procedure. The Board shall cause a communication to be sent to all members not more than four months nor less than 60 days before each annual meeting of members encouraging any qualified member who is willing to be a candidate for election to the Board to submit his name to the Board. Any member of the Association may at any members' meeting at which directors are to be elected either (i) declare himself or herself to be a candidate for election to the Board (provided he or she shall be qualified to serve as a member of the Board under the standards provided in Section 3.2), or (ii) nominate for election to the Board any person who shall be willing to serve on the Board and shall be qualified to do so under the standards provided in Section 3.2. The Board shall not nominate, endorse or recommend any candidate for election to the Board.

Section 3.4 Elections.

(a) 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 paragraph of this subsection 3.4(a) are valid for the purpose of establishing a quorum.

(b) 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.

(c) Upon proof of purchase, the purchaser of a unit from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the unit, 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 of the Association and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

Section 3.5 Removal of Directors. A Director may be removed from the Board for cause at a Special Meeting of the Association.

Section 3.6 Vacancies. 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 20% of the 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 30 days following the filing of a petition signed by membership holding 20% of the votes of the Association requesting such a meeting.

ARTICLE FOUR

Powers and Duties of the Board of Directors

Section 4.1 Powers. The Board of Directors shall manage the property and affairs of the Association, and shall have such powers as are given to it by law, the Declaration, the Charter or these By-laws, including, but not limited to:

(a) Establish and levy assessments against the Residential Units to provide funds required by the Association to fulfill its objectives or to take actions within its powers (provided that the Association shall not be required to assess the Residential Units for liabilities of the Association and provided that each assessment shall be made so that an equal amount shall be assessed against each Residential Unit;

(b) Collect or cause to be collected all the various assessments or charges which the Association is empowered or required to establish, levy, assess or collect;

(c) Maintain and improve the private roadways located within the Creekside Property;

(d) Provide for snow removal from the private roadways within the Creekside Property;

(e) Own and improve and provide for the maintenance, repair, replacement of the Common Areas;

(f) Arrange to the extent deemed necessary by the Association to provide services to or for the benefit of the Creekside Owners;

(g) Pay any taxes assessed against the Common Areas;

(h) Provide central administrative direction for the Creekside community and assume responsibility for an act upon matters of general concern to the Creekside Owners;

(i) Promulgate, adopt and enforce Rules and Regulations concerning the Property in keeping with the Declaration;

(j) Engage the services of a manager or management company;

(k) 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; and

(l) 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 a management company.

(m) Take any other action which the Association's Board of Directors shall determine will enhance the privacy, beauty or dignity or value of the Creekside Property generally or will otherwise be in the best interests of the Creekside Owners generally or the Creekside Property generally.

Section 4.2 Conflicts. 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 twenty-five percent (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 twenty percent (20%) of the Members of the Association, 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 subsection, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

Section 4.3 Duties. The Board of Directors shall have such duties as are prescribed by law, the Declaration, the Charter or these By-laws, including, but not limited to the duty to supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

ARTICLE FIVE
Directors' Meetings

Section 5.1 Annual Meeting. A meeting of the Board of Directors to elect officers shall be held as soon as practicable after each annual meeting of the Association's members.

Section 5.2 Special Meetings. Special meetings of the Board of Directors shall be held when called by the President or by twenty-five percent (25%) of the members of the Board.

Section 5.3 Notice of Board Meetings.

(a) The Board shall give the Members notice of all Board meetings at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within 10 to 60 days prior to the meeting.

(b) Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Association 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, (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 an Owner's unpaid share of common expenses, or (vi) to consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

(c) 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.

(d) The Board shall meet at least four (4) times annually, including its Annual Meeting.

Section 5.4 Quorum. Directors holding a majority of the authorized positions on the Board shall constitute a quorum.

Section 5.5 Action by Directors. Except as otherwise required by applicable law, the act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.6 Waiver. The transaction of any business at any meeting of the Board of Directors, however called or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to the holding of

such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 5.7 Action by Unanimous Written Consent. Any action which may be taken at a meeting of the Board of Directors may be taken without a meeting by means of a consent in writing, setting forth the action so taken, signed by all the directors.

Section 5.8 The Board, with regard to Architectural Change Requests for changes made to a Residential Unit, may be acted upon by a majority vote of the Board when done so (i) at a scheduled meeting or (ii) via electronic communication and where the Secretary shall archive copies of such records for Resident inspection.

ARTICLE SIX

Officers

Section 6.1 General.

(a) Officer Positions. The principal officers of the Association shall be a President, a Secretary and a Treasurer. The Association shall also have such other Vice Presidents, Assistant Secretaries and Assistant Treasurers and other officers as the Board of Directors may from time to time determine. Any two or more offices may be held by the same person, except the offices of President and Treasurer. Each officer shall have such duties and authority as shall be prescribed in these By-laws and such other duties and authority as shall be delegated to such officer from time to time by the Board of Directors or the President.

(b) Elections. At each annual meeting of the Board of Directors, the Board shall elect persons to fill the offices of President, Secretary and Treasurer. The Board shall have the power to appoint at any time persons to fill vacant or newly created officer positions.

(c) Appointments. Persons appointed to other Board positions shall serve at the pleasure of the Board and may be removed from such position by the Board at any time without cause.

(d) Term. Each person appointed to an officer position shall serve a term expiring at the earliest of (i) the annual meeting of the Board of Directors next occurring after such person's appointment, (ii) the time such person shall resign from such officer position, (iii) the death of such person, (iv) the time at which such person shall cease to be domiciled in a Residential Unit, or (v) the removal of such person from office by the Board.

Section 6.2 President. The President shall be the Association's Chief Executive Officer and shall subject to the control of the Board of Directors, supervise and control the affairs of the Association. The President shall preside at all meetings of the members and the Board of Directors. In the event the President shall be unable to perform any duty incident to his office, he may delegate responsibility for such duty to any other officer or director of the Association.

Section 6.3 Other Vice Presidents. Any person appointed to the position of Vice President with the Association shall have duties and powers as shall from time to time be assigned to such person by the Board of Directors or the President.

Section 6.4 Secretary. The Secretary shall: (i) keep the minutes of the meetings of the members and of the Board of Directors in books maintained for that purpose; (ii) see that all notices are duly given in accordance with the provisions of these By-laws or as required by law; (iii) be custodian of the Association's records; (iv) keep a register showing the Owners of each Residential Unit based on information obtained by the Secretary from the residents of such Unit; (v) prepare and file all reports which the Association shall be required to file with governmental authorities; (vi) take such steps as shall be necessary to keep the listing of the Association's registered agent as filed with the Illinois Secretary of State properly updated; and (vii) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. Any Assistant Secretary appointed by the Board shall, in general, perform such duties as shall be assigned to him or her by the Secretary or the President or the Board of Directors.

Section 6.5 Treasurer.

(a) General. The Treasurer shall be the Association's chief financial officer and chief accounting officer and (except as otherwise expressly provided in these By-laws or by the Board of Directors) shall perform the duties generally associated with those offices and with the office of Treasurer.

(b) Money Management. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association. The Treasurer shall (subject to the requirements of Article 8) have the power to disburse the Association's funds to satisfy obligations owed by the Association and shall (subject to the requirements of Section 8.1) have the power to sign all the Association's checks.

(c) Financial Records and Reports. The Treasurer shall keep proper books of account and financial records. The Treasurer shall prepare an annual budget and an annual balance sheet statement. The Treasurer shall cause a report to be prepared and be delivered to the members together with the notice of the annual meeting of members prescribed by Section 2.3 which shall include a statement summarizing the receipts and expenditures of the Association's funds during the most recently ended fiscal year, (ii) a balance sheet as of the end of the most recently ended fiscal year, and (iii) a summary of the budget for the then current fiscal year.

(d) Prepare and submit annually tax and other reports required by government entities;

(e) Other Duties. The Treasurer shall perform such other duties as from time to time may be assigned to him or her by the President or the Board of Directors.

(f) Assistant Treasurers. Any Assistant Treasurer appointed by the Board shall, in general, perform such duties as shall be assigned to him or her by the Treasurer or the President or the Board of Directors.

Section 6.6 Removal of Officers. With the concurrence of a 2/3 vote of the voting members of the Board, an officer may be removed from his office for cause. Such action shall be recorded in the Board meeting minutes.

ARTICLE SEVEN

Other Persons Who May Act for the Association

Section 7.1 Committees. The Board shall have the power: (i) to create such Committees consisting of members of the Association as the Board shall deem desirable; (ii) to assign such responsibilities to any such Committee which the Board shall deem desirable; (iii) to appoint to any such Committee any member of the Association who shall be willing to serve on such Committee; and (iv) to remove any member from any such Committee at any time without cause. Unless otherwise provided in the resolution of the Board of Directors 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. Each Committee may adopt rules for its own government not inconsistent with these By-laws or with directives issued by the Board of Directors.

Section 7.2 Compensated Services. The Board of Directors shall have the power to retain independent contractors, employees or agents to supply administrative or other services for the benefit of the Association or to perform any of the other services which the Association has the duty or power to perform and to pay each person retained such amounts as the Board shall determine. At each annual meeting of members, the Board shall report to members any agreement or contract then in effect to pay any compensation to or make any purchases from any member or any relative of any member.

ARTICLE EIGHT

Limitations on Powers

Section 8.1 Dual Signatures Requirement. Each account in which the Association's funds shall be maintained shall be constituted so as to require the signatures of two unrelated officers of the Association to make any withdrawal of funds from the account. No contract or instrument shall be binding on the Association unless it shall have been executed by two unrelated officers of the Association.

Section 8.2 Expenditures Over \$1,000. No individual expenditures of Association funds in excess of \$1,000 shall be made without the express approval of the Board of Directors.

Section 8.3 Actions Requiring Members' Approval.

(a) Actions Requiring Approval. Except as provided in paragraph (b), none of the following actions shall be taken by the Association unless such action shall be approved by a membership vote: (i) the execution of any contract under which the Association shall be obligated to make payments in excess of \$10,000; (ii) any project which shall cost the

Association in excess of \$10,000; or (iii) any borrowing by the Association such that the Association's liability for borrowed money shall at any time exceed \$10,000.

(b) Road Maintenance. The Board of Directors shall have the power to cause such maintenance services to be performed on the private roadways in the Creekside Property as the Board shall deem to be required without obtaining any approval by the members regardless of the cost of such services.

ARTICLE NINE

Books, Records and Reports

Section 9.1 Records. The Board of Directors shall cause to be kept a complete written record of the Association's acts and corporate affairs as follows:

(a) The Board shall maintain the following records of the Association and make them available for examination electronically or as determined by the Board, copying at convenient hours of weekdays by any member or owner in the Association subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded declaration, other Community Instruments, other duly recorded covenants and By-Laws and any amendments, Articles of Incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

(iii) The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

(iv) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the board and for any other matters voted on by the members, which shall be maintained for not less than one year.

(v) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(vi) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(vii) With respect to units leased by its owner, such owner shall provide to the Board Secretary copies of such leases, including names and contact information of all parties to the lease.

(b) Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board.

(c) A reasonable fee may be charged by the board for the cost of retrieving and copying records properly requested.

(d) If the Board fails to provide records properly requested under paragraph (a) of this Section 9.1 within the time period provided in that paragraph (a), the member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the Member prevails and the court finds that such failure is due to the acts or omissions of the Board of Managers or the Board of Directors.

Section 9.2 Annual Report to Members. At each annual meeting of members, the Board shall present a report summarizing its activities during the past year, applicable financial statements, and any significant developments which shall have affected the Association within such year.

Section 9.3 Fiscal Year. The Association's fiscal year shall be the calendar year.

ARTICLE TEN

Finances

Section 10.1 Annual Budget and Special Assessments.

(a) Each member shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

(b) The Board shall provide all members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all members an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and 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 or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

(c) If an adopted budget or any separate assessment adopted by the board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal

year, the Board, upon written petition by members with 20 Members of the Association delivered to the Board within 14 days of the board action, shall call a special meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(d) If total common expenses exceed the total amount of the approved and adopted budget, the common interest community association shall disclose this variance to all its members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(e) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to member approval or the provisions of subsection (c) or (f) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

(f) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.

(g) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (e) and (f) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

Section 10.2 Management Company and Association Funds. 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 of the Association 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 association management services for more than one 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 ELEVEN
Indemnification of Officers and Directors

The Association shall indemnify each of its directors and officers, including all former directors and officers, against expense actually and necessarily incurred by such person in connection with the defense of any action, suit or proceeding to which such person shall be made a party, by reason of being or having been a director or officer of the Association, except in relation to matters as to which such person shall be adjudged in such action, suit or proceeding, to be liable for negligence or misconduct in the performance of duty. Such indemnification shall not be deemed exclusive of any other rights to which those indemnified may be entitled, under any agreement, vote of members, or otherwise.

ARTICLE TWELVE
Amendments to By-Laws

Except where required by statute, these By-Laws may be altered, amended or repealed by action of two-thirds (2/3) affirmative vote of the Board of Directors.

[SIGNATURE PAGE TO FOLLOW]

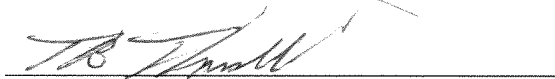
RECORDER OF DEEDS

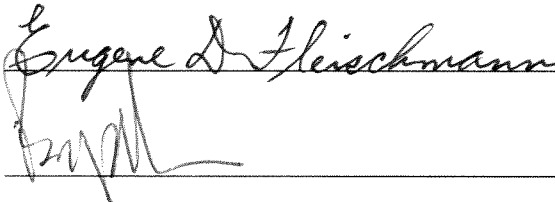
COOK COUNTY
RECORDER OF DEEDS

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of Creekside at Plum Grove Association established by the aforesaid Amended By-Laws. By our signatures below, we hereby approve of and consent to these Amended By-Laws pursuant the Amended Articles of Incorporation, Article 4. In witness, whereof we have cast our votes and signed this document in favor of these Amended By-Laws at a duly called meeting of the Board of Directors of Creekside at Plum Grove Association.







Board of Directors of Creekside at Plum Grove Association

ATTEST:

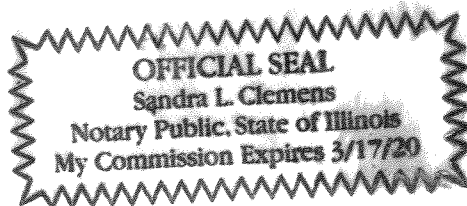


Secretary

SUBSCRIBED AND SWORN to before me
this 4 day of April, 2017.



Notary Public



**EXHIBIT A
LEGAL DESCRIPTION**

Lots 1 through 22 and Outlot A in Creekside at Plum Grove Unit Number 1, according to the plat thereof recorded in the Office of the Recorder of Deeds of Cook County, Illinois on April 14, 1967 as Document Number 20109752, being a Resubdivision of part of Lot 1 of Louchios Farm Subdivision in the North quarter of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 23 through 46 in Creekside at Plum Grove Unit No. 2, according to the plat thereof recorded by the recorder of deeds of Cook County, Illinois on April 14, 1967 as Document Number 20109753 and being a Resubdivision of part of Lot 1 in Loucilios Farm Subdivision in the North half of Section 35, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

Lots 47 through 71 and Outlot B in Creekside at Plum Grove Unit 3, according to the Plat thereof recorded July 23, 1968 as Document No. 20560534, and being a Resubdivision of part of Lot 1 in Louchios Farm Subdivision in the North half of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 72 through 99 in Creekside at Plum Grove Unit Number 4, according to the Plat thereof recorded by the Recorder of Deeds of Cook County, Illinois on September 21, 1970 as Document Number 21269651 and being a Resubdivision of part of Lot 1 of Louchios Farm Subdivision in the North Half of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Lots 100 through 109 in Creekside at Plum Grove Unit Number 5, according to the Plat thereof recorded by the Recorder of Deeds of Cook County, Illinois on September 21, 1970 as Documents 21269652 and being a Resubdivision of part of Lot 1 of Louchios Farm Subdivision in the North Half of Section 35, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
97	02-35-108-020-0000	1 Stoneridge Rd Rolling Meadows, IL 60008
99	02-35-108-022-0000	3 Stoneridge Rd Rolling Meadows, IL 60008
100	02-35-108-023-0000	1 Applejack Rd Rolling Meadows, IL 60008
101	02-35-108-024-0000	3 Applejack Rd Rolling Meadows, IL 60008
102	02-35-108-025-0000	2 Applejack Rd Rolling Meadows, IL 60008
Pt 98	02-35-108-026-0000	5 Stoneridge Rd Rolling Meadows, IL 60008

Unit	Pin	Commonly known as (for informational purposes only)
Pt 98	02-35-108-027-0000	3 Applejack Rd Rolling Meadows, IL 60008
64	02-35-109-001-0000	1 Cedar Glen Dr Rolling Meadows, IL 60008
65	02-35-109-002-0000	2 Cedar Glen Dr Rolling Meadows, IL 60008
66	02-35-109-003-0000	1 Oak Creek Rd Rolling Meadows, IL 60008
67	02-35-109-004-0000	3 Oak Creek Rd Rolling Meadows, IL 60008
68	02-35-109-005-0000	5 Oak Creek Rd Rolling Meadows, IL 60008
69	02-35-109-006-0000	6 Oak Creek Rd Rolling Meadows, IL 60008
70	02-35-109-007-0000	4 Oak Creek Rd Rolling Meadows, IL 60008
71	02-35-109-008-0000	2 Oak Creek Rd Rolling Meadows, IL 60008
Outlot B	02-35-109-009-0000	9 Cedar Glen Dr Rolling Meadows, IL 60008
72	02-35-109-010-0000	1 Dogwood Rd Rolling Meadows, IL 60008
73	02-35-109-011-0000	3 Dogwood Rd Rolling Meadows, IL 60008
74	02-35-109-012-0000	5 Dogwood Rd Rolling Meadows, IL 60008
75	02-35-109-013-0000	7 Dogwood Rd Rolling Meadows, IL 60008
76	02-35-109-014-0000	6 Dogwood Rd Rolling Meadows, IL 60008
77	02-35-109-015-0000	4 Dogwood Rd Rolling Meadows, IL 60008
78	02-35-109-016-0000	2 Dogwood Rd Rolling Meadows, IL 60008
79	02-35-109-017-0000	6 Rosewood Rd Rolling Meadows, IL 60008
80	02-35-109-018-0000	4 Rosewood Rd Rolling Meadows, IL 60008
81	02-35-109-019-0000	2 Rosewood Rd Rolling Meadows, IL 60008
82	02-35-109-020-0000	1 Rosewood Rd Rolling Meadows, IL 60008
83	02-35-109-021-0000	3 Rosewood Rd Rolling Meadows, IL 60008
84	02-35-109-022-0000	5 Rosewood Rd Rolling Meadows, IL 60008
103	02-35-109-023-0000	2 Wildwood Rd Rolling Meadows, IL 60008
104	02-35-109-024-0000	4 Wildwood Rd Rolling Meadows, IL 60008
105	02-35-109-025-0000	6 Wildwood Rd Rolling Meadows, IL 60008

Unit	Pin	Commonly known as (for informational purposes only)
106	02-35-109-026-0000	7 Wildwood Rd Rolling Meadows, IL 60008
107	02-35-109-027-0000	5 Wildwood Rd Rolling Meadows, IL 60008
108	02-35-109-028-0000	3 Wildwood Rd Rolling Meadows, IL 60008
109	02-35-109-029-0000	1 Wildwood Rd Rolling Meadows, IL 60008
15	02-35-208-001-0000	1 Red Haw Rd Rolling Meadows, IL 60008
16	02-35-208-002-0000	3 Red Haw Rd Rolling Meadows, IL 60008
17	02-35-208-003-0000	4 Red Haw Rd Rolling Meadows, IL 60008
18	02-35-208-004-0000	2 Red Haw Rd Rolling Meadows, IL 60008
19	02-35-208-005-0000	1 Black Twig Rd Rolling Meadows, IL 60008
20	02-35-208-006-0000	3 Black Twig Rd Rolling Meadows, IL 60008
21	02-35-208-007-0000	4 Black Twig Rd Rolling Meadows, IL 60008
22	02-35-208-008-0000	2 Black Twig Rd Rolling Meadows, IL 60008
23	02-35-208-009-0000	1 Woodbine Rd Rolling Meadows, IL 60008
24	02-35-208-010-0000	3 Woodbine Rd Rolling Meadows, IL 60008
25	02-35-208-011-0000	5 Woodbine Rd Rolling Meadows, IL 60008
26	02-35-208-012-0000	8 Woodbine Rd Rolling Meadows, IL 60008
27	02-35-208-013-0000	6 Woodbine Rd Rolling Meadows, IL 60008
28	02-35-208-014-0000	4 Woodbine Rd Rolling Meadows, IL 60008
29	02-35-208-015-0000	2 Woodbine Rd Rolling Meadows, IL 60008
30	02-35-208-016-0000	1 Burning Tree Rd Rolling Meadows, IL 60008
31	02-35-208-017-0000	3 Burning Tree Rd Rolling Meadows, IL 60008
32	02-35-208-018-0000	6 Burning Tree Rd Rolling Meadows, IL 60008
33	02-35-208-019-0000	4 Burning Tree Rd Rolling Meadows, IL 60008
34	02-35-208-020-0000	2 Burning Tree Rd Rolling Meadows, IL 60008
51	02-35-208-021-0000	1 Old Hickory Rd Rolling Meadows, IL 60008
52	02-35-208-022-0000	2 Old Hickory Rd Rolling Meadows, IL 60008

Unit	Pin	Commonly known as (for informational purposes only)
53	02-35-208-023-0000	5 Knoll Ridge Rd Rolling Meadows, IL 60008
54	02-35-208-024-0000	7 Knoll Ridge Rd Rolling Meadows, IL 60008
55	02-35-208-025-0000	6 Knoll Ridge Rd Rolling Meadows, IL 60008
56	02-35-208-026-0000	4 Knoll Ridge Rd Rolling Meadows, IL 60008
57	02-35-208-027-0000	4 Old Hickory Rd Rolling Meadows, IL 60008
58	02-35-208-028-0000	3 Old Hickory Rd Rolling Meadows, IL 60008
59	02-35-208-029-0000	5 Old Hickory Rd Rolling Meadows, IL 60008
60	02-35-208-030-0000	6 Old Hickory Rd Rolling Meadows, IL 60008
61	02-35-208-031-0000	3 Knoll Ridge Rd Rolling Meadows, IL 60008
62	02-35-208-032-0000	2 Knoll Ridge Rd Rolling Meadows, IL 60008
63	02-35-208-033-0000	1 Knoll Ridge Rd Rolling Meadows, IL 60008
85	02-35-208-034-0000	2 Redbud Rd Rolling Meadows, IL 60008
86	02-35-208-035-0000	4 Redbud Rd Rolling Meadows, IL 60008
87	02-35-208-036-0000	3 Redbud Rd Rolling Meadows, IL 60008
88	02-35-208-037-0000	1 Redbud Rd Rolling Meadows, IL 60008
89	02-35-208-038-0000	2 Juniper Rd Rolling Meadows, IL 60008
90	02-35-208-039-0000	4 Juniper Rd Rolling Meadows, IL 60008
91	02-35-208-040-0000	6 Juniper Rd Rolling Meadows, IL 60008
92	02-35-208-041-0000	5 Juniper Rd Rolling Meadows, IL 60008
93	02-35-208-042-0000	3 Juniper Rd Rolling Meadows, IL 60008
94	02-35-208-043-0000	1 Juniper Rd Rolling Meadows, IL 60008
95	02-35-208-044-0000	2 Stoneridge Rd Rolling Meadows, IL 60008
96	02-35-208-045-0000	4 Stoneridge Rd Rolling Meadows, IL 60008
1	02-35-209-001-0000	1 Woods Chapel Rd Rolling Meadows, IL 60008
2	02-35-209-002-0000	3 Woods Chapel Rd Rolling Meadows, IL 60008
3	02-35-209-003-0000	5 Woods Chapel Rd Rolling Meadows, IL 60008

Unit	Pin	Commonly known as (for informational purposes only)
4	02-35-209-004-0000	7 Woods Chapel Rd Rolling Meadows, IL 60008
5	02-35-209-005-0000	8 Woods Chapel Rd Rolling Meadows, IL 60008
6	02-35-209-006-0000	6 Woods Chapel Rd Rolling Meadows, IL 60008
7	02-35-209-007-0000	4 Woods Chapel Rd Rolling Meadows, IL 60008
8	02-35-209-008-0000	2 Woods Chapel Rd Rolling Meadows, IL 60008
9	02-35-209-009-0000	1 Shagbark Rd Rolling Meadows, IL 60008
10	02-35-209-010-0000	3 Shagbark Rd Rolling Meadows, IL 60008
11	02-35-209-011-0000	5 Shagbark Rd Rolling Meadows, IL 60008
12	02-35-209-012-0000	7 Shagbark Rd Rolling Meadows, IL 60008
13	02-35-209-013-0000	4 Shagbark Rd Rolling Meadows, IL 60008
14	02-35-209-014-0000	2 Shagbark Rd Rolling Meadows, IL 60008
Outlot A	02-35-209-015-0000	2915 Frontage Rd Rolling Meadows, IL 60008
35	02-35-209-016-0000	9 Shagbark Rd Rolling Meadows, IL 60008
36	02-35-209-017-0000	6 Shagbark Rd Rolling Meadows, IL 60008
37	02-35-209-018-0000	5 Fieldstone Rd Rolling Meadows, IL 60008
38	02-35-209-019-0000	3 Fieldstone Rd Rolling Meadows, IL 60008
39	02-35-209-020-0000	1 Fieldstone Rd Rolling Meadows, IL 60008
40	02-35-209-021-0000	2 Fieldstone Rd Rolling Meadows, IL 60008
41	02-35-209-022-0000	4 Fieldstone Rd Rolling Meadows, IL 60008
42	02-35-209-023-0000	6 Fieldstone Rd Rolling Meadows, IL 60008
43	02-35-209-024-0000	3 Old Valley Rd Rolling Meadows, IL 60008
44	02-35-209-025-0000	1 Old Valley Rd Rolling Meadows, IL 60008
45	02-35-209-026-0000	2 Old Valley Rd Rolling Meadows, IL 60008
46	02-35-209-027-0000	4 Old Valley Rd Rolling Meadows, IL 60008
47	02-35-209-028-0000	3 Pine Valley Rd Rolling Meadows, IL 60008

Unit	Pin	Commonly known as (for informational purposes only)
48	02-35-209-029-0000	4 Pine Valley Rd Rolling Meadows, IL 60008
49	02-35-209-030-0000	2 Pine Valley Rd Rolling Meadows, IL 60008
50	02-35-209-031-0000	1 Pine Valley Rd Rolling Meadows, IL 60008

COOK COUNTY
RECORDER OF DEEDS

COOK COUNTY
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