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2014R01941

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04/25/2014 03:30:59PM

Number Of Pages: 25

REC FEE: 57.00

RHSP FEE: 9.00

**BYLAWS  
OF  
CANDLEWICK LAKE ASSOCIATION, INC.**

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**BYLAWS  
OF  
CANDLEWICK LAKE ASSOCIATION, INC.**

**ARTICLE I  
THE ASSOCIATION**

1.01 Corporate Name. The name of the corporation is Candlewick Lake Association, Inc., an Illinois not for profit corporation (the "**Association**"). The Association shall be incorporated under the Illinois General Not for Profit Corporation Act of 1986, as amended, or any successor statute thereto (the "**General Not For Profit Corporation Act**").

1.02 Office. The Association shall maintain in the State of Illinois a registered office and a registered agent. The principal office of the Association shall be 13400 Hwy. 76, Poplar Grove, Illinois, 61065-8814. Meetings of Members and the Board may be held at such places within the State of Illinois, County of Boone, as may be designated by the Board.

1.03 Purpose. The purposes of the Association (the "**Purposes**") are:

- a. To act as the governing body for the Members;
- b. To establish high standards for the management, maintenance, and upkeep of the Development;
- c. To promote and provide a variety of pleasure, social, recreational, and sporting activities for Members, their families, and guests to establish and maintain a recreationally-oriented environment;
- d. To provide a means whereby the streets, those areas within the Development designated as parks, lakes, recreational areas, and/or other amenities on the Plats (as hereinafter defined), such other recreational facilities within the Development as may be conveyed to the Association or established by it, and all other real property and improvements constructed thereupon that are owned by the Association (collectively the "**Common Areas**"), may be operated, maintained, repaired, and replaced; and
- e. To promulgate and enforce all regulations necessary and/or advisable to govern the use and enjoyment of the Development, promote the desired character of the Development, and promote the health, safety, and welfare of the Members, all on a not for profit basis.

**ARTICLE II  
DEFINITIONS**

2.01 Declaration. The term "**Declaration**" shall mean that certain declaration of covenants, conditions, and restrictions (the "**Original Declaration**") recorded February 9, 1972,

in the office of the Recorder's Office of Boone County, Illinois as document numbers 72-311, 72-738, and 72-799, and as amended.

2.02 Bylaws. The term "**Bylaws**" shall mean these bylaws, which are the "by-laws" of the Association as identified in Article IX of the Original Declaration, as amended from time to time.

2.03 Rules and Regulation. The term "**Rules and Regulations**", shall mean those rules and regulations promulgated by the Association under the authority of the Declaration and/or these Bylaws that further, carry out, or otherwise implement the Association's governance under the Declaration and/or the Bylaws.

2.04 Policies and Procedures. The term "**Policies and Procedures**" shall mean those Rules and Regulations that implement policies and procedures that further, carry out, or otherwise implement the Association's governance under the Declaration and/or the Bylaws.

2.05 Community Instruments. The term "**Community Instruments**" shall mean collectively the Declaration, Bylaws, Rules and Regulations, and Policies and Procedures.

2.06 Association Charge. The term "**Association Charge**" shall mean any assessment (regular, special, or otherwise), charge, fine, fee, or other expense levied, assessed, or otherwise applicable to a Member and/or a Lot.

2.07 Owner. The terms "**Owner**" and "**Owners**" defined in the Declaration shall include the record holder(s) of fee simple title to any Lot, whether such Owner is an individual or the Owners more than one persons or entities, the beneficiary or beneficiaries of a Trust, shareholder or shareholders of a corporation, member or members of a limited liability company, or partner or partners of a partnership, but excluding those persons or entities having any interest merely as security for the performance of an obligation.

2.08 House. The term "**House**" shall mean a single family residential dwelling house for which a certificate of occupancy has been issued and is continues to be valid. A single family dwelling house that in the past received a valid certificate of occupancy that is no longer valid no longer qualifies as a House, but will regain such status if and when a new valid new certificate of occupancy is issued.

2.09 Terms Defined In the Declaration. Terms defined in the Declaration shall have the same meaning herein unless otherwise expressly provided.

### **ARTICLE III** **MEMBERS**

3.01 Membership. There shall be two classes of members: 1) regular members ("**Members**"); and 2) Associate Members. The status of being a member in the Association (one's "**Membership**") (distinguished from the term "the Membership") is not transferable or assignable except as expressly provided herein.

a. Members: All Owners, by virtue of their ownership of a Lot, shall be Members. Every Lot is assigned one (1) vote. In the event a Lot is owned by more than one person or entity, the Owners of said Lot shall determine how to cast the one vote that is ascribed to the Lot. Votes may only be cast as a whole, single vote. No splitting of votes is permitted. In the event of a dispute among multiple Owners as to how to cast the vote ascribed to the Lot, the resolution of such dispute shall be determined pursuant to the protocols as hereinafter provided, and shall depend upon the type of disputed voting procedure (i.e. by ballot, voice vote, or proxy). In the case of two or more contiguous Lots being owned by the same person or persons and said person or persons are granted written permission by the Environmental Control Committee to use said Lots as a single site for one (1) single family residence (a "**Designated Single Lot**"), said Lots shall be considered one (1) single Lot for purposes of voting as if the said Lots were a single Lot. Subject to the one-vote per Lot rule, except in the case of a Designated Single Lot, a Member that owns more than one Lot shall be entitled to one vote for each Lot, unless said Member has otherwise lost the right to vote pursuant to the Community Instruments.

1. Children who are members of the same family household, and who have the same principle residence as a Member on a Lot, are hereby deemed Members, although no non-Owner Member shall have any voting rights unless otherwise provided for herein.
2. In the event an Owner (or Owners in the case of a Lot owned by more than one Owner) delivers to the Association written notice that is in compliance with applicable statutes and the Community Instruments stating that a tenant of the Owner's House on the Owner's Lot (a "**Tenant**") is being granted the Owner's right to exercise the vote for the Lot, said Tenant shall be entitled to vote the Owner's vote for the Lot occupied by the Tenant notwithstanding said Tenant's status as being a non-Owner of a Lot, but only for so long as said Tenant actually resides in the House on said Lot.
3. The Board is hereby granted the right and power to promulgate forms, and Policies and Procedures to implement and regulate the records for voting for each Lot, not inconsistent with the provisions contained herein.
4. Notwithstanding anything contained herein to the contrary, in the event Illinois law so requires, unless the selling Owner(s) expressly retain(s) in writing any or all of such rights, upon the showing of reasonably-acceptable proof of purchase and as required by Policies and Procedures related thereto (if any), the purchaser of a Lot pursuant to an installment contract for purchase:

- (a) shall be counted toward a quorum for purposes of the election of Members of the Board as provided herein;

- (b) shall have the right to vote in elections for the Board; and
  - (c) shall be entitled to be elected to and serve on the Board.
5. An Owner shall be entitled to rent a House on a Lot said Owner owns (hereinafter "**Rent**" or "**Rental**"), subject to rules and regulations the Association is hereby authorized to adopt which may include but shall not be limited to the following:
- (a) Restrictions and/or prohibitions on the use of a House as a hotel, motel, or other transient and/or temporary accommodations or uses, and restrictions and/or prohibitions on the use of a Lot for any use other than single family residential use in a House;
  - (b) Requiring all agreements or arrangements relating to the Rental of a House and/or Lot (hereinafter a "**Rental Agreement**") to be in writing, expressly subject to the terms and conditions of the Community Instruments, and copies delivered to the Association, along with other documents or information required by the Association;
  - (c) Requiring Owners to remain fully-responsible for compliance with all Community Instruments notwithstanding the Rental Agreement;
  - (d) Requiring each Rental Agreement to provide that the failure of a tenant or other possessor of a House and/or Lot to comply with the terms and conditions of the Community Instruments to be a default under each Rental Agreement;
  - (e) Allowing the Association's costs, fees, or expenses (including legal fees) incurred that are related to such Owner's Rental Agreement to be reimbursed by the Owner, and collectable as personal obligations of the Owner, as well as liens against the Lot and enforceable the same way as assessments are collected;
  - (f) Imposing a maximum of not less than fifteen percent (15%) of Houses that can be the subject of Rental Agreements at any given time; establishing waiting list to Rent Houses if the maximum number have been already rented, and provisions for the Association to review renewal and renewal requests, with the right to reject requests the Association determines would be detrimental to the Development in the reasonable discretion of the Association.

- b. Associate Members. Tenants and other regular occupants of Homes may apply for Membership in the Association as non-Owners (an “**Associate Membership**”). The Association is hereby authorized to adopt reasonable Policies and Procedures not inconsistent herewith to promulgate forms, policies, and procedures for the acceptance of Associate Membership requests. Associate Members shall not have the right to vote, and shall likewise have no right to notice of any regular or special meetings of the Members. In no event shall the Association’s provision of such notice be construed as a right or expectation of future notices. The privileges, rights, and duties of the Associate Members shall be established from time to time by the Board by resolution enacting Policies and Procedures related thereto.

3.02 Good Standing Requirement to Vote. A Member and the Member’s Lot must be: 1) in full compliance with the Community Instruments; and 2) must be up-to-date with all financial obligations relating thereto (in “**Good Standing**”) as of the date a ballot is mailed or the date the vote is taken at any meeting or vote of the Membership. A Member that is not in Good Standing shall not be counted as a Member during such time as said Member is not in Good Standing.

3.03 Suspension of Membership. The Board may suspend the rights of Members and Associate Members, including the suspension of Members’ rights to vote, for any period during which:

- a. Any Association Charge, including but not limited to regular assessments, special assessments, fines, or other financial obligations, remain unpaid; and/or
- b. There exists a violation of the Community Instruments with regard to the Lot, the Member, and/or an Associate Member, as the case may be, after the existence of such violation has been declared by the Association and notice of such violation has been given to the Member(s) and/or Associate Member(s) involved.

3.04 Membership Records; Automatic Cessation. The Association is entitled to promulgate Policies and Procedures to keep and maintain adequate records, to be maintained at the principle office of the Association, showing the names and addresses of the Members and the Associate Members, the date of Membership, and, if different, the date any such Member’s status changed from or to a Member and/or an Associate Member. When an Owner ceases to be an Owner of a Lot, such person’s Membership and those granted Membership by virtue of a relationship with said Member shall cease to be Members, although such cessation of Membership shall not affect said person’s obligations to the Association, including but not limited to liability for Association Charges that accrued prior to the cessation of membership.

3.05 Duties of Members.

- a. Payment of Association Charges. Association Charges shall be paid within thirty (30) days of such levy, assessment, or other application (an “**Incurrence**”), unless otherwise required by the Association. Written notice of an Association Charge, including the date of such Incurrence, shall be sent to each Owner at the address

last given to the Association by such Owner. If any Association Charge shall not be paid when due, it shall then ipso facto become a lien upon the Lot or Lots owned by the person(s) owing such Association Charge, and shall remain a lien against said Lot or Lots until paid in full, together with interest (unless otherwise prohibited by Illinois law) at the rate of seven percent (7%) per annum until paid in full. If such Association Charge is not paid when due, the Association may take any and all steps authorized by the Board in a Policy and Procedure for the collection thereof, including but not limited to the institution of such procedures or actions, at law or in equity or otherwise, to collect said amount.

- b. Obligation to Comply with Community Instruments. All present and future Owners, Members, Associate Members, Tenants, and guests, other occupiers of Lots, invitees, agents, employees, and other users of the facilities of the Development (collectively "**Guests**"), shall abide by, follow, and otherwise conduct themselves so as to follow and not violate the Community Instruments as hereinafter defined. Failure to do so shall entitle the Association to impose sanctions, penalties, or other consequences upon such persons as otherwise provided in the Community Instruments. The acquisition of a Lot, or the occupancy of a Lot or any portion thereof (including but not limited to House on a Lot), will signify for any such person or persons that the Community Instruments are accepted, ratified and will be complied with.
- c. Attorney Fees. Each and every Owner, Member, Associate Member, and Tenant that remains in breach and/or default of the Community Instruments, shall be obligated to pay any expense, fee, or other cost, including but not limited to attorney fees, court costs, expert witness expenses, or any other damages incurred by the Association in collecting the same, or otherwise enforcing the Community Instruments.

#### **ARTICLE IV**

#### **MEETINGS OF THE MEMBERS**

4.01 Annual Meeting of Owners. The Members shall meet annually (the "**Annual Meeting of Owners**") on the third Sunday in March of every year, unless some other more convenient or appropriate date is selected by the Board and memorialized in a written resolution with no less than ten (10) days and not more than thirty (30) days advance written notice to the Members. The purpose of the Annual Meeting of Owners shall be to conduct the business of the Association, elect Directors, and transact other such business as may come before the Members at said meeting.

4.02 Special Meetings. Special meetings of the Members (a "**Special Meeting of the Members**") may be called at any time by the President, the Board, or upon written request of not less than twenty percent (20%) of the Membership pursuant to a petition. The Board is entitled to promulgate forms, and Policies and Procedures for such petitions, including reasonable deadlines for the submission of petitions prior to such Special Meeting. In the event of a Special Meeting of the Members called by the Membership as provided herein, the petition shall set forth in detail the purpose of said Special Meeting of the Members. As such a Special Meeting, no

business shall be conducted except for such business as is stated in the notice for such meeting, which shall be consistent with the purposes set forth in the petition.

4.03 Location of Meetings. All meetings of the Members shall be held in Boone County, Illinois, at such place as may be stated by the Association in the notice for each such meeting.

4.04 Notice of Meetings. Except as may be otherwise provided herein, by the Declaration, or by Illinois law, written notice of each meeting of the Members shall be sent to each Member no less than ten (10) days, but not more than thirty (30) days, before such meeting. Notice may be given by, or at the direction of, the Secretary or such other person authorized to call the meeting. Notice may be given by: a) personal delivery, in which case notice shall be deemed effective when delivered; b) mailing a copy of such notice, postage prepaid, in which case notice shall be deemed effective one (1) business day following the date of mailing; c) such other delivery method, including via electronic delivery, provided pursuant to a duly-enacted Policy and Procedure reasonably-calculated to provide actual notice of such a meeting, in which case notice shall be deemed effective as provided in said Policy and Procedure; and/or d) published in *Candlewick Lake*, the Official Publication of Candlewick Lake, or any successor publication officially published by the Association and distributed generally among the Members, in which case notice shall be deemed effective two (2) business days following the date of publication. For purposes of mailing notice, said notices shall be addressed to said Member's address last appearing on the books of the Association or supplied by such Member to the Association in writing for the purpose of notice. Each written notice of a meeting shall specify the location, day, and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting.

4.05 Fixing of Record Date. For the purpose of determining the Members entitled to notice of or to vote at any meeting of the Members, or in order to make a determination of the number and/or identity of Members for any other proper purpose, the Association may fix in advance a date as the record date for any such determination, such date in any case to be no more than sixty (60) days and, for a meeting of Members, not less than ten (10) days, unless otherwise provided by Illinois law. If no record date is fixed for a determination of Members entitled to notice and/or to vote at a meeting of Members, the date on which notice of the meeting is effective shall be the record date for such determination.

4.06 Manner of Acting. Unless otherwise required by Illinois law, the Declaration, or these Bylaws, any action to be taken at a meeting of the Owners at which a quorum is present, shall be on the affirmative vote of more than fifty percent (50%) of the Membership. Unless otherwise provided by Illinois law or the Declaration, the merger or consolidation of the Association requires the affirmative vote of two-thirds (2/3's) or more of the Members present and voting, in person (including by ballot for advance voting), or by proxy, at a regular meeting or a Special Meeting of the Members.

4.07 Voting.

a. With regard to Lots owned by more than one Owner:



1. Agreement by a majority of Owners as to the identification of the Member entitled to vote the vote of the Lot shall be deemed to exist if written identification of the Member is properly delivered to the Association without written protest being delivered to the Association in advance of such a vote or other action in a manner and at a time as prescribed by Policies and Procedures promulgated by the Association.
  2. In the event no designation is given by the Owners by reason of disagreement or otherwise, the Board may, in its discretion, recognize an individual Owner as the Member entitled to vote unless a majority of the Owners (or in the event there are two Owners, by the other Owner) of said Lot object in a writing delivered to the Association, in which case the first Owner listed on the deed for the Lot shall be identified as the Member for said Lot. In the event the deed does not so identify one person or entity first, the Association shall be entitled to disallow any attempt to vote the vote for any such Lot, unless otherwise directed by a court of competent jurisdiction, although such attempt to vote shall be counted toward a quorum.
- b. In addition to any other method required under Illinois law, a Member may vote:
1. by submitting to the Association or its designated agent an Association-issued ballot:
    - (a) via mail or other means of delivery specified in the Community Instruments for the issuance, handling, and voting of Association-issued ballots;
    - (b) in person pursuant to the provisions in the Community Instruments (if any) for the issuance, handling, and voting of Association-issued ballots in person for a vote or election at an official meeting of the Association;
  2. unless otherwise prohibited by Illinois law, 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 Illinois law otherwise provides or unless the written proxy itself provides otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution. All proxies must be duly-filed with the Secretary at such time and under such circumstances as required by Policies and Procedures promulgated by the Association for the issuance, handling, and filing of such proxies. Every proxy shall be revocable, and shall automatically terminate upon the conveyance by the Member of said Member's Lot; or
  3. as otherwise provided by a duly-adopted Policy and Procedure.

- c. The Association is hereby authorized to adopt a Policy and Procedure for electronic voting.

4.08 Balloting; Counting Votes.

- a. The Association may, upon adoption of a Policy and Procedure for balloting, conduct elections by secret ballot, distributed by the Association, whereby the voting ballot is marked only with the voting interest for the Member and the vote itself (unless otherwise provided by Illinois law), provided that the Association shall further adopt Policies and Procedures to verify the status of the Member issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.
- b. Once an Association-issued ballot has been duly-voted and submitted to the Association, the vote shall remain valid even subsequent to the voting of said ballot but before the time the ballots are counted the Owner that voted said ballot no longer owns title to the Lot for which the ballot was issued.

4.09 Rules. All meetings of the Membership shall be conducted in accordance with the rules and provisions set forth in Robert's Rules of Order, as from time to time published, unless expressly otherwise provided herein.

4.10 Quorum. Members in Good Standing holding twenty percent (20%) of the votes, represented in person, by duly-authorized and executed ballot, or duly-authorized and executed proxy, or as otherwise provided by a duly-adopted Policy and Procedure, shall constitute a quorum, except as otherwise provided by law. If, however, such quorum shall not be present or represented at any meeting, a majority of the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement of the meeting until a quorum as aforesaid shall be present or be represented. A quorum will be deemed to exist throughout any meeting where a quorum was present at the time said meeting was called to order.

**ARTICLE V**  
**BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE**

5.01 Number. The affairs of this Association shall be managed by the board of directors of the Association (the "**Board**"). There shall be seven (7) members of the Board ("**Directors**"), each serving a three (3) year term. Directors shall be elected solely by, from, and among the Owners in Good Standing. If an Owner is a legal entity other than a natural person, any officer, director, owner, shareholder, member, beneficiary, or individual trustee in the case of an Owner that is a trust are eligible to be a Director. If a Lot is owned by multiple Owners, only one of the Owners shall be entitled to be a Director. If a Director ceases to be in Good Standing and said cessation continues three (3) business days following said Director's receipt of written notice thereof, said Director shall be deemed to have resigned as of the end of said third (3<sup>rd</sup>) day, unless the Board grants additional time to allow said Director cure a non-monetary default under the Community Instruments for good cause shown.

5.02 Election.

- a. Candidacy. Between January 1<sup>st</sup> and January 15<sup>th</sup> of each year, any Owner who is in Good Standing or such other persons as are authorized to be a Director pursuant to these Bylaws, may file with the Association a statement of his or her candidacy (a "**Statement of Candidacy**") for election to the Board for a Board position that will begin immediately following the next Annual Meeting of Owners. The form of each Statement of Candidacy may be proscribed by the Association pursuant to a Policy and Procedure promulgated by the Board. The Board may elect to publish all or the same sub-parts of all Statements of Candidacy in any Association newsletter, publication, or website. All candidates must disclose if the candidate or any family member(s) is/are employed by or doing business with the Association, and any such disclosures may be published in whole or in part by the Board in any Association newsletter, publication or website.
- b. Balloting. The Members shall be entitled to elect Directors by written ballot as provided by Policy and Procedure. Ballots shall set forth the names of those candidates qualified to be on the ballot in the order in which the candidates have filed their Statements of Candidacy. Such ballots shall be prepared and mailed by the Association to each Member in Good Standing as of the date the ballots are mailed simultaneously with the mailing of the notice of the Annual Meeting of Owners. Except as provided in the Declaration or by Illinois law, each Member shall receive one (1) ballot per Lot. One vote may be cast per Board vacancy per Lot, although cumulative voting shall not be permitted. The procedures for receiving, reviewing, and tallying the votes from the ballots shall be according to Policy and Procedure.
- c. Outcome. The candidates receiving the highest number of votes in any Board election with respect to the number of Board positions to be filled shall be deemed to have been elected. The election as between candidates receiving the same number of votes shall be determined by virtue of which candidate(s) was (were) first to submit a properly-completed Statement of Candidacy. The Election Committee shall certify the results of the election at the Annual Meeting of Owners, and the terms of office of the Directors shall commence immediately following such Annual Meeting of Owners.
- d. Retention of Documentation. All exterior envelopes, ballots, and statements of candidacy shall be retained by the Association for a period of at least one (1) year following the Annual Meeting of Owners.

5.03 Causation for Censure or Removal. Causes for the censure and/or removal of a Director shall include but not be limited to:

- a. A pattern of absence from scheduled meetings;
- b. Lack of performance of assigned duties;

- c. Failure to abide by the Community Instruments;
- d. Failure to reveal a personal relationship, financial gain, or other benefit resulting from Board action or any other conflict of interest;
- e. Use of confidential Association information without authorization;
- f. Conduct injurious to the Association; and
- g. Conviction of a felony, fraud, or other crime involving dishonesty.

5.04 Procedure for Charges.

- a. Any Director or any Member who submits a petition signed by ten percent (10%) of the Members may bring charges against another Director for censure or removal. Said charges must be submitted to the Board in writing. The question of censure or removal shall be presented at the next meeting of the Board.
- b. A majority vote of the other Directors is required to bring the petition for censure or removal of a Director to a hearing at a meeting of the Membership for the purpose of censure or removal. No Director shall be removed at a meeting of the Membership (a "**Removal Meeting**") unless written notice of such a meeting is delivered the Members stating the purpose of the meeting to include a vote on the censure or removal of said Director. Only the named Director may be removed at the Removal Meeting. Said Director shall be given notice of the Removal Meeting and of the specific charges against him or her between 30 and 60 days prior to the meeting, unless a greater or lesser number is required. The procedures for the hearing shall be by Policy and Procedure, which shall include a right of said Director to appear on his or her own, or with an attorney and may present witnesses.

5.05 Removal. A Director may only be removed from the Board with cause, by a vote of at least two-thirds (2/3's) of the Members present for a quorum of the Members either in person or by proxy. Such removal shall be effective immediately.

5.06 Vacancy. In the event of a vacancy on the Board, the remaining Directors may fill the vacancy by a two-thirds (2/3's) vote of the remaining Directors until the next Annual Meeting of Owners or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Membership to fill the vacancy for the balance of the term. In the event the remaining Directors vote for a successor two (2) times with a tie as the result, the Board shall thereafter put the selection of a member to a vote of the Members at a Special Meeting of the Membership. 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 twenty percent (20%) of the votes of the Association requesting such a meeting.

5.07 Compensation. To the extent allowed by law, the Association may enact a Policy and Procedure for Director compensation of up to and including \$100.00 per month. Any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5.08 Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the Directors, including, unless expressly prohibited by Illinois law, written approval memorialized by mail, e-mail, or any other electronic means. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

5.09 Indemnification in Actions Other than by or in the Right of the Association. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees and court costs), judgments, fines, and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit, or proceeding, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

5.10 Indemnification in Actions by or in the Right of the Association. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a Director, Officer, employee, or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees and court costs) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association; provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association; unless, and only to the extent that, the court in which such action or suit was brought determines upon application that, despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

5.11 Right to Payment of Expenses. To the extent that a Director, Officer, employee, or agent of the Association has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in the preceding two subsections regarding indemnification, as well as the succeeding sections related thereto (the “**Indemnification Provisions**”), or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys’ fees and court costs) actually and reasonably incurred by such person in connection therewith.

5.12 Determination of Conduct. Unless ordered by a court, any indemnification under the Indemnification Provisions shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director, Officer, employee, or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the Indemnification Provisions. Such determination shall be made: a) by the Board by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding; b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion; or c) by a majority vote of the Members.

5.13 Indemnification Not Exclusive. The Indemnification Provisions shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of the Membership or of the disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent of the Association, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

5.14 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or who is or was serving at the request of the Association as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

## **ARTICLE VI**

### **MEETING OF DIRECTORS**

6.01 Annual Meetings. An annual meeting (an “**Annual Meeting of the Board**”) of the Board shall be held at such place and hour as may be fixed from time to time by resolution of the Board.

6.02 Special Meetings. Special meetings of the Board (a “**Special Meeting of the Board**”) shall be held when called by the President, or by any two (2) Directors, after not less than three (3) days notice to each Director. In the event the Association has less than three (3) Directors, a Special Meeting of the Board may be called by one (1) Director.

6.03 Regular Meetings. The Board shall hold regular meetings from time to time as the Board shall determine, but no less than four times per year.

6.04 Quorum. A majority of the Directors then constituting the Board shall constitute a quorum for the transaction of business at any meeting of the Board. Every act or decision done or made by a majority of the Directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board unless a greater number is otherwise required by the Declaration, these Bylaws, or by Illinois law.

6.05 Member Attendance. Unless otherwise provided by Illinois law, meetings of the Board shall be open to any Owner, except for the portion of any meeting held:

- a. 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 Association finds that such an action is probable or imminent;
- b. to consider third party contracts or information regarding appointment, employment, or dismissal of an employee; and/or
- c. to discuss violations of rules and regulations of the Association or unpaid Association Charges, including but not limited to unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner.

6.06 Notice. Unless otherwise required by Illinois law, the Declaration, or Illinois law, written notice of each meeting of the Board shall be provided to the Membership at least forty-eight (48) hours prior to said meeting by posting copies of notices of said meetings in entranceways or other conspicuous places in the Common Areas, and/or sending notice using a Prescribed Delivery Method as defined in the CICA Act. Notice may be given by, or at the direction of, the Secretary or such other person authorized to call the meeting. Each written notice of a meeting shall specify the location, day, and hour of the meeting and, in the case of a Special Meeting, the purpose of the meeting.

6.07 Rules. All meetings of the Board shall be conducted in accordance with the rules and provisions set forth in Robert's Rules of Order, as from time to time published, unless expressly otherwise provided herein.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD**

7.01 Powers. The Board shall have power to:

- a. acquire by gift, purchase, or other means, own, hold, enjoy, lease, operate, maintain, convey, sell, assign, transfer, mortgage, or otherwise encumber, real or personal property, and pay taxes and assessments, if any, levied by any governmental authority on property owned by the Association;

- b. provide for the construction, operation, management, improvement, maintenance, repair, renewal, replacement, beautification, and rehabilitation of the Common Areas, including providing for the planting, care, maintenance, restoration, and replacement of landscaping materials within the landscape areas within the Development;
- c. maintain, operate, and care for vacant, unimproved, or unkempt Lots;
- d. furnish a selection of services to the Members to promote the Purposes, the costs of which are to be funded in manners as provided by the Board;
- e. enforce the terms of the Declaration, these Bylaws, Rules and Regulations, Policies and Procedures as the Board deems necessary and/or advisable to promulgate, all to promote the Purposes, govern the Members, manage and facilitate the use and enjoyment of the Common Areas or any other property under ownership or control of the Association, and to otherwise regulate activity within the Development so as to promote the Purposes;
- f. suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any Association Charge, including but not limited to an Assessment levied by the Association for any Lot owned by said Member, or otherwise fail to be in Good Standing. Such rights may also be suspended after notice and hearing, although in the event the default is solely under the Rules and Regulations and that said default that has been remedied, said suspension shall not be for a period of more than sixty (60) days;
- g. appoint such committees as may be necessary and/or advisable to discharge any of its obligations or powers;
- h. employ such persons, or engage the services of such persons or entities, to accomplish the Purposes, including but not limited to the engagement of services of a manager or management company;
- i. establish and enforce charges, fees, penalties, easements, restrictions, covenants, conditions, and agreements existing upon or created for the benefit of the Development. Authority is specifically granted to add management fees to an Owner's respective share of common expenses, as addressed in 765 ILCS 160/1-30(h)(iii) as amended, or any successor statute thereto, and to provide funds to enable the Association to exercise its powers, duties, and responsibilities as delineated in the Community Instruments, by:
  - 1. levying an annual assessment, or other such special assessments or charges, as are necessary and/or advisable, against the Lots, and to declare the same a lien against said Lots; and/or



2. borrowing money, contracting debts, issuing bonds, notes, debentures, or other financing instruments, and to take all steps necessary and/or advisable with regard thereto; promulgate and follow a method of approving payment vouchers shall be subject to procedures dictated by the Board;
- j. manage the finances of the Association, engage a banking or other appropriate financial institution for services related thereto, and to otherwise collect, account for, and spend funds for the Purposes identified above pursuant to protocols for approving payment vouchers as established in Policies and Procedures;
- k. enforce any lien for non-payment of any assessment(s);
- l. exercise all the powers and duties provided or referred to in the General Not for Profit Corporation Act, the CICA Act, the Illinois Forcible Entry and Detainer Act, all as amended, and any successor statutes thereto;
- m. exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of the Articles of Incorporation, the Declaration, or these Bylaws; and
- n. to take any action necessary and/or advisable: 1) to exercise the powers and functions provided by; and 2) to take any action necessary to effectuate the purposes of, the Community Instruments.

7.02 Duties. It shall be the duty of the Board to:

- a. cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of Owners;
- b. supervise all Officers, agents and employees of the Association and see that their duties are properly performed;
- c. as more fully provided in the Declaration, to:
  1. fix the amount of the assessments against each Lot at least thirty (30) days in advance of when they are levied and issued and send notice thereof; and
  2. take action to collect unpaid Association Charges, which may include but are not limited to the initiation of foreclosure, collections, Forcible Entry and Detainer, or other similar or related actions against Owners for which Association Charges are past due;
- d. issue, or cause an appropriate Officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board consistent with Illinois law for the

issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

- e. procure and maintain adequate liability, hazard, or other insurance on property owned by the Association, for the Association, or as otherwise required under Illinois law;
- f. cause all Officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- g. cause any retention facilities, parcels, or amenities owned by the Association to be maintained in accordance with the Declaration;
- h. to provide for the planting, care, maintenance, restoration and replacement of landscaping materials within landscape easements as indicated on the plats of the Development recorded by the Developer as identified in the Declaration (the "**Plats**");
- i. to enforce the terms and conditions of the Community Instruments;
- j. to pay all taxes and other costs and expenses incident to any property owned by the Association for the benefit of the Association;
- k. to execute such grants of easement, not inconsistent with the easements specified in the Declaration;
- l. to deposit from time to time to the credit of the Association funds in savings, money market and checking accounts in such banks, trust companies, or other depositories as the Board may select;
- m. to authorize any Officer or agent of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association; and
- n. to exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Owners by these Bylaws or the Declaration.

## **ARTICLE VIII**

### **FINANCES**

8.01 Preparation of Budget. Consistent with Illinois law, prior to the Annual Meeting of Owners, the Board shall cause an estimated budget, annual or otherwise, to be prepared based on its estimations of current expense, any non-Membership income, prior year's savings, and Membership assessments (the "**Operating Budget**"). Copies of the Operating Budget and budgets for reserves, capital expenditures, repairs and/or payments of real estate taxes as

required by 765 ILCS 160/1-45(a) as amended, or any successor statute thereto, shall be furnished to each Member at least thirty (30) but not more than sixty (60) days prior to the adoption thereof by the Board.

8.02 Adoption of Budget. The Board shall adopt a budget for the following year only after the Owners have had an opportunity to review the Operating Budget and offer to the Board comments thereon at a meeting, hearing, or other gathering reasonably calculated to receive input from the Owners, or as otherwise provided by the Community Instruments and not inconsistent with Illinois law. After receiving input from the Owners as provided herein, the Board shall then levy the annual assessment for each Lot for the following year.

8.03 Limitation. The Board shall not authorize expenditures which may exceed the total amount budgeted in the Operating Budget by more than fifteen percent (15%) unless the same is authorized by a vote at a Special Meeting of the Members called for such purpose. 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 Association, upon written petition by Members representing 20% of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members within thirty (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.

8.04 Emergencies. Separate assessments for expenditures relating to emergencies or mandated by Illinois law may be adopted by the Board without being subject to Owner approval or the provisions of subsection (c) or (f) of 765 ILCS 160/1-45, as amended, or any successor statute thereto. As used herein, "emergency" means an immediate danger to the structural integrity of the Common Areas or to the life, health, safety, or property of the Owners.

8.05 Assessments for Common Area Alterations and Additions. To the extent required by Illinois law, 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 two-thirds (2/3's) of the Members at a meeting called for that purpose.

8.06 Multiple Year Assessments. The Board shall be entitled to adopt separate assessments payable over more than one (1) fiscal year. With respect to multi-year assessments not governed by subsections (e) and (f) of 765 ILCS 160/1-45 as amended, or any successor statute thereto, 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.

8.07 Revisions. If at any time during the course of any fiscal year the Board shall deem the amount of the Membership assessments to be inadequate by reason of a revision in its estimate of either expenses or income, the Board shall prepare and cause to be delivered to the Members a revised estimated budget and thereafter the increased amount shall be paid to the Association on the basis of such revision.

8.08 Assessment Obligations. Each Member is obligated to pay to the Association assessments which are secured by a continuing lien upon each Lot against which the assessment is made. Association Charges, including but not limited to assessments, which are not paid when due shall be classified as delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of interest adopted by the Board pursuant to a duly-enacted Policy and Procedure, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot(s), and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for Association Charges, including but not limited to the assessments provided for herein, by non-use or by abandonment of his Lot(s). Every Member authorizes his mortgagee to collect and pay to the Association this assessment. Should the mortgagee decline to do so, then payments shall be made periodically as determined by the Association to the Association. If any Member shall fail or refuse to make payment of his share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Member in the Lot. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies provided in the Declaration or these Bylaws, or which are otherwise available at law or in equity for the collection of all unpaid Association Charges, including but not limited to assessments, except as otherwise prohibited in the Declaration.

8.09 Statements. Upon ten (10) days notice to the Board and the payment of such reasonable fee established by the Board, if any, any Owner shall be furnished a statement of his, her, or its account setting forth the amount of any unpaid Association Charges, including but not limited to assessments, due and owing from such Owner.

8.10 Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board.

8.11 Association Lien Subject to First Mortgage. The lien for Association Charges as provided herein shall be subordinate to the lien of any first mortgage on any Lot, provided that such subordination shall apply only to Association Charges including but not limited to assessments provided for herein which have become due and payable prior to a transfer of such Lot pursuant to a decree of foreclosure or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such Lot and the transferee from liability for any Association Charges including but not limited to assessments thereafter becoming due, nor from the lien or any such subsequent assessment, unless otherwise provided by Illinois law.

## **ARTICLE IX**

### **OFFICERS AND THEIR DUTIES**

9.01 Enumeration of Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer (the "Officers"), who shall at all times be Directors. The Board may, in its discretion, create by resolution other Officer positions.

9.02 Election of Officers. Unless otherwise required by Illinois law, the election of Officers shall take place at the first meeting of the Board following each Annual Meeting of Owners.

9.03 Term. The Officers shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed or otherwise be disqualified to serve.

9.04 Special Appointments. The Board may elect such other Officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

9.05 Resignation and Removal. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9.06 Vacancies. A vacancy in any Office may be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he or she replaces.

9.07 Multiple Offices. The offices of Secretary and Treasurer may be held by the same person.

9.08 Duties. The duties of the Officers shall be those usually vested in their respective office of a not-for-profit corporation. In appropriate circumstances consistent with the usual manner in which officers of not-for-profit corporations typically carry out their duties, the Officers are entitled to involve others in the carrying out of said duties. Said duties shall include, but not be limited to, the following:

- a. President. The President shall be the chief executive officer of the Association; shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall exercise and discharge (or cause such other duly-appointed person to perform) such other duties as may be required of him or her by the Board;
- b. Vice President. The Vice President shall act in the place and stead of the President in the event of his or her absence, inability, or refusal to act; and shall exercise and discharge (or cause such other duly-appointed person to perform) such other duties as may be required of him or her by the Board;
- c. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Membership; keep the corporate seal of the Association and affix it on all papers requiring said seal;

serve notice of meetings of the Board and of the Membership; keep appropriate current records showing the Members of the Association, together with their addresses, and shall exercise and discharge (or cause such other duly-appointed person to perform) such other duties as required of him or her by the Board.

- d. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular Annual Meeting of Owners and cause to be delivered (or cause such other duly-appointed person to deliver) a copy of each to the Members; and shall exercise and discharge (or cause such other duly-appointed person to perform) such other duties as may be required of him or her by the Board.

## **ARTICLE X**

### **COMMITTEES, COMMISSIONS, AND ADVISORY BOARDS**

10.01 Right to Appoint. The Board may appoint committees as it deems appropriate in carrying out its duties and the Purposes. Such committees may be temporary or permanent, and shall have such powers and responsibilities as the Board may direct.

10.02 Powers. The committees may have and exercise the authority of the Board to the extent expressly provided in a resolution of the Board and to the extent not otherwise prohibited by Illinois law. However, the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed on it, him, or her, by law.

10.03 Commissions or Advisory Bodies. The Board may establish and/or create commissions or advisory bodies not having and exercising the authority of the Board. The Board may either appoint the members of the commissions and/or advisory bodies, or may appoint one or more person or persons to appoint said members. A commission or advisory body may or may not have Directors as members, as the Board determines. The commission or advisory body may not act on behalf of the Association or bind it to any actions but may make recommendations to the Board and/or any other person or persons so designated by the Board.

10.04 Term of Office. Each member of a committee, advisory board, or commission shall continue as such until the end of the fiscal year following their appointment, unless: 1) the Board expressly otherwise provides; 2) the committee, advisory board, or commission shall be sooner terminated; 3) such member be removed from such committee, advisory board, or commission by the Board; and/or 4) such member shall cease to qualify as a member thereof.

10.05 Chair. One member of each committee, advisory board, or commission shall be appointed by the Board or by the General Manager if the Board has so authorized the General Manager to so appoint, to serve as the chair.

10.06 Vacancies. Vacancies in the membership of any committee, advisory board, or commission may be filled by appointments made in the same manner as provided in the case of the original appointments.

10.07 Quorum. Unless otherwise provided in the resolution of the Board creating or modifying the rules for such a committee, advisory board, or commission, a majority of the whole committee, advisory board, or 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 committee, advisory board, or commission.

10.08 Rules. Unless otherwise directed by the Board, each committee, advisory board, or commission may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board.

10.09 Informal Action. Unless otherwise expressly prohibited by Illinois law, the authority of a committee may be exercised without a meeting if a consent in writing setting forth the action taken, is signed by all the members entitled to vote. The consent in writing may be memorialized by mail, e-mail, or any other electronic means.

## **ARTICLE XI** **BOOKS AND RECORDS**

11.01 Right of Inspection. Unless otherwise provided by Illinois law, the books, records and papers of the Association, including the Community Instruments, shall at all times, during reasonable business hours, be subject to inspection of any Member. The Declaration, Articles of Incorporation, and Bylaws of the Association shall be available for inspection at reasonable times and under reasonable parameters pursuant to duly-enacted Policies and Procedures not inconsistent with Illinois law, by any Member at the principal office of the Association where copies may be purchased at reasonable cost, consistent with Illinois law.

11.02 Annual Accounting. An annual report and account, including a statement of income and disbursements, shall be disseminated to the Members not later than sixty (60) days after the close of the Association's fiscal year.

## **ARTICLE XII** **CORPORATE SEAL**

12.01 The Association may have a seal in circular form having within its circumference the words:

CANDLEWICK LAKE ASSOCIATION  
Corporate Seal of Illinois

**ARTICLE XIII**  
**AMENDMENTS**

13.01 Amendment. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of more than thirty percent (30%) of the Members in Good Standing.

**ARTICLE XIV**  
**MISCELLANEOUS**

14.01 Incorporation of Statutes; Conflict. These Bylaws shall be deemed to incorporate and include any provisions that are specifically and expressly required by the General Not For Profit Corporation Act, and the CICA Act, both as amended, and any successor statutes thereto, as well as any other applicable Illinois statutes, to be included in the Bylaws. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

14.02 Severability. In the event a provision hereof is in conflict with Illinois law, said provision shall be severable unless it can be construed in a manner that is not in conflict with said law and yet remain in substantial accord with the original intent hereof. In either case, the remainder of these Bylaws shall remain in full force and effect.

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