

**PIPER GLEN SUBDIVISION ASSOCIATION INC. BY-LAWS**

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## **PIPER GLEN SUBDIVISION ASSOCIATION INC. BY-LAWS**

### **ARTICLE 1: NAME OF THE ASSOCIATION and OFFICE**

**SECTION 1. ASSOCIATION NAME** The name of this corporation shall be **"Piper Glen Subdivision Association Incorporated"**, hereinafter called the **"Association"**.

**SECTION 2. REGISTERED AND PRINCIPAL OFFICE** Unless modified by resolution of the Association's Board of Directors, the registered and principal office of this corporation shall be the Subdivisions swimming pool office building located at **6801 Preston Drive Springfield, Illinois 62707**. Meetings of the Members and the Board may be held at this office or such places as the Board of Directors shall from time to time designate and determine.

### **ARTICLE II: PURPOSES and POWERS of the ASSOCIATION**

**SECTION 1. PRIMARY PURPOSES.** This Association does not contemplate pecuniary gain or profit to the members of the Association, and the primary and specific purposes for which the Association is formed are:

(a) to maintain, regulate, improve, preserve and control the Park Areas, Playground Equipment, Swimming Pool, Entrances and Exits, Signage, Common Areas & their lighting, Rural Postal Mailboxes, and provide Social Events in the current and future plats of the Piper Glen Subdivision. Platted lots numbered 101, 168, are open space, Platted lot 200 is a Park with improvements such as a pool, playground equipment, pavilion, as of this writing unplatted lot 239 has a cemetery and unplatted lot 252, 253 are open space, hereafter these areas will be referred to as "Common areas" all located within Piper Glen current plats (hereinafter referred to as Piper Glen Subdivision), according to the current plats recorded in the office of the Recorder of Deeds of Sangamon County, Illinois. Piper Glen Subdivision's future additional, changed and upgraded plats will automatically fall

under these By-Laws when they are recorded by the Recorder of Deeds of Sangamon County in Springfield, Illinois.

( b ) To develop within Piper Glen Subdivision a community designed for safe, healthful and harmonious living, and consistent therewith, to aid and cooperate with all members of the Association and all other property owners in Piper Glen Subdivision in the implementation and enforcement of such architectural controls and other conditions; protective covenants, restrictions, reservations, rules or regulations as are appurtenant to any of the common areas and all other property, buildings and improvements located or situated within Piper Glen Subdivision.

( c ) To promote the collective and individual civic and social interests, and the health, safety and welfare of Association members.

( d ) The Association will control the above mentioned Rural Postal Mailboxes as follows:

( i ) Mailbox location will be established by the Post Office with approval by the Architectural Control Committee.

( ii ) When Mailboxes should be refinished, repaired or replaced.

( iii ) Choosing & assigning contractors to perform maintenance work.

( iv ) Damaged Mailboxes may be repaired by lot owners if they have gotten like parts from the Association's contracted source(s). Work to be completed within 30 days weather permitting. If repairs are not completed satisfactorily and timely (30 days weather permitting) then paragraph (v) gives the board the authority to repair and bill the lot owner.

( v ) Repair of damaged rural postal mailboxes are controlled and paid for by the Association's Board of Directors. The Board after receiving final bill for repairing mailboxes will send invoice or invoices with a copy of the original repair bill to liable person or person's and if the Association does not receive payment within 60 days from date on invoice then the repair assessment maybe placed as a lien on the property or properties that the repair represents. Normal maintenance and repair of mailboxes will be charged equally between the number of owners that the mailbox post represents.

( e ) This Association and its members will have no jurisdiction over or with the Piper Glen Golf Club, in addition , the members of the Association acknowledge that the Piper Glen Golf Club is private property and rules established by the golf course do not permit any activities on the golf course other than the playing of golf after paying the appropriate fees. Piper Glen Golf Club is nationally recognized for its conditioning and unauthorized use, especially when the ground is frozen, will cause extensive damage.

SECTION 2. ADDITIONAL PURPOSES AND POWERS. In addition to the foregoing primary purposes, the Association shall have the following purposes and powers:

( a ) To enforce and implement such other rules and regulations as hereafter may be adopted by the Association's Board of Directors relative to the use, care and enjoyment by Association members and their guests of both the common areas and all other property, buildings or improvements located or situated within Piper Glen Subdivision:

( b ) To fix, levy, collect and enforce payment of, by any lawful means, all annual mandatory dues, periodic assessments and fines levied pursuant to these By-Laws:

( c ) To pay all costs as approved in the annual budget incurred in connection with the Association's affairs and operations including all overhead, clerical and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against, the common areas and other real and personal property of the Association:

( d ) To have and exercise any and all powers, rights and privileges which a corporation organized under the General Not for Profit Corporation Act of the State of Illinois by law may now or hereafter have or exercise.

### ARTICLE III: ASSOCIATION CALENDAR

SECTION 1. FISCAL YEAR. Understanding that most of the expenses the board will incur will come due between April through September of each year then unless

modified by resolution of the Board of Directors of the Association, the fiscal year of the Association shall begin on April 1st to collect mandatory dues that are due May 1st and ends on March 31st of the following year.

SECTION 2. ANNUAL MEETING. The annual Association meeting will be on the first Thursday of November.

SECTION 3. ANNUAL BUDGET MEETING. It is understood that it takes time to prepare various bids and contracts that are required for the annual budget preparation. Therefore the budget meeting of the Association to adopt the Board's annual budget shall occur on the first Thursday of February or the first Thursday of March or as the Board may set.

SECTION 4. MANDATORY DUES DUE DATE. The due date for annual mandatory dues is on or before May 1st of each year.

SECTION 5. OTHER MEETINGS. Other membership meetings may be scheduled by the Board from time to time as may be needed.

#### ARTICLE IV: MEMBERSHIP

SECTION 1. CLASS OF MEMBERS. The Association shall have one class of members; to-wit: mandatory members.

SECTION 2. MANDATORY MEMBERSHIP. Mandatory membership shall be required of each residential lot owner of record or beneficial owner (as distinguished from a security owner, example a Bank) and each lot owner shall have one ( 1 ) vote. A Trust can own a lot and therefore the Trustee(s) can cast the vote(s). Commercially zoned lot owners are mandatory members of the Association and shall have one ( 1 ) vote. On any matter submitted to a vote of the Association's membership, each owner of record or beneficial owner (as distinguished from a security owner) of any of the lots in Piper Glen Subdivision shall have one vote, except in the event that a single residential dwelling is constructed on two adjacent lots, in which case the two lots together shall have one vote. In

the event all or any portion of any one of the aforesaid lots is owned by two or more persons, whether in joint tenancy, tenancy in common, common ownership under any form of condominium program, or otherwise, the membership as to each such lot shall be joint; and a single membership for each such lot shall be issued in the names of all such persons who shall designate in writing to the secretary of the Association, at the time of issuance, one of their number who shall hold the membership with respect to said lot and who shall have the power to vote said membership; provided, however, that in the absence of such designation and until the same is made as aforesaid, the Board of Directors shall make such designation.

( a ) Condominium-Duplex Lots: Condo or Duplex (two dwellings) built on any one ( 1 ) lot, having one owner shall have two ( 2 ) votes.

( b ) Condo or Duplex (two dwellings) built on any one ( 1 ) lot and each of the two ( 2 ) dwellings are owned by two ( 2 ) separate individuals, each dwelling will be allotted one ( 1 ) vote.

( c ) Residents of Piper Glen Subdivision only renting property will not be eligible to become a member of the Association and therefore will not be able to vote in the Association.

( d ) Builders who own lots in the Piper Glen Subdivision will not be eligible for membership in the Association. If any Builder decides to purchase one of his dwellings and establishes resident in Piper Glen Subdivision the owner becomes a mandatory member of the Association.

Mandatory membership shall be appurtenant to and may not be separated from ownership of any of the aforesaid current or future platted lots, and the record or beneficial (as distinguished from security) owner of all or any portion of any of said lots, at the time he acquires such ownership and as a condition thereof, shall automatically become and remain a member of the Association. Mandatory membership in the Association held by any such lot owner shall not be transferred, pledged or alienated in any way, except:



(1) upon the transfer of title of any such lot, and then only to the transferee of such title.

(2) such membership may be pledged to a lending institution as additional security for a purchase money real estate loan on the lot to which the membership is appurtenant.

Any attempt to make a prohibited transfer is void and will not be reflected upon the books and records of the Association. Mandatory membership shall include an obligation by the member to comply with and be bound by the Articles of Incorporation; these By-Laws and amendments thereto; such architectural controls and other conditions, protective covenants, restrictions and reservations as are appurtenant to any of the aforesaid lots and the common areas, all as set forth in the Declaration of Protective Covenants and Restrictions applicable to Piper Glen Subdivision; and such other rules and regulations as are from time to time adopted by the Association's Board of Directors.

(3) Future lot configurations not currently platted or zoned may need new laws, therefore the Board of Directors may after due deliberation set forth new mandatory membership dues and voting rules for future new lot configurations.

## ARTICLE V: DUES, ASSESSMENTS and LIENS

SECTION 1. MANDATORY ANNUAL DUES. The Board shall set the amount of mandatory annual dues based on the approved annual budget. Mandatory annual dues for each mandatory member, or in the case of a joint mandatory membership for the person designated as provided in Article IV Section 2 and Article VIII Section 12 of these By-Laws as the person who shall hold such mandatory membership, shall be as follows:

NOTE; An owner can be a Trust and in this case the ( Trustee's) will pay the dues.

(a) Single Dwelling Residential lot, owner will pay annual dues.

(b) Condo/Duplex ( Two dwellings, one owner) Art IV Sec. 2, owner will pay two annual dues, one annual dues for each dwelling.

(c) Condo/Duplex (Two dwellings, two owners) Art IV Sec. 2, each dwelling owner will pay one annual dues.

( d ) Lots purchased by Building Contractors (If maintained and mowed properly) will pay no dues. If lots are not (maintained and mowed properly) by the Contractor and the Association has to expend money to maintain and mow these lots then annual dues will be assessed on the lot and sent to the Contractor, if invoice of dues is not paid within 60 days from invoice date further action will be taken on the lot.

( e ) Commercial building lot owners will pay a reduced fee as stated in the Piper Glen Protective Covenants and will be established and set by the Board of Directors.

( f ) Individual lot owners, until dwelling construction is complete, will pay one half ( 1/2 ) of the annual dues, during this period they will have voting rights and be welcome to attend periodic social events. At date of dwelling closing owner or owners will become mandatory members paying full annual dues. In addition, these lots until dwelling construction begins must be mowed and kept clean of debris. The Board shall adopt rules concerning these lots, curb appearances, and will send written notice to a lot owner not in compliance and a date when the lot owner must remedy the problem. If not remedied, the Board may elect to have the lot mowed or cleaned and the bill(s) will be on the next years assessment to this lot.

( g ) Developer owner of subdivision will pay no annual dues, on unsold lots .

( h ) Mandatory dues will be prorated day by day on new owners and newly constructed dwellings and will be figured and determined from the closing date to the end of Associations annual year end date of April 30<sup>th</sup>.

The Board must hold a regular, special or annual membership meeting and must have a majority of votes present at this meeting to make changes to the mandatory annual dues. Mandatory annual dues are due in full May 1 of each year. and shall be payable in full and in advance on the first day of the month following the month in which a person becomes a mandatory member of the Association. No person shall be entitled to a refund of any portion of the mandatory annual dues paid by him even though such person's membership in the Association terminated prior to the expiration of the 12 month period for which said

mandatory annual dues were paid; provided, however, that if such person's membership in the Association is terminated by reason of his sale to another of the lot or portion thereof which required him to become a member of the Association, such person shall be entitled to assign to the transferee of such lot or portion the benefit of his paid up mandatory annual dues.

SECTION 2. VOLUNTARY ANNUAL DUES. The Board may establish voluntary dues for each mandatory member, or, in the case of a joint mandatory membership, for the person designated as provided in Article IV Section 2 of these By-Laws as the person who shall hold such joint mandatory membership. Said voluntary dues shall be payable at the discretion of the Board to be used for purposes which include but which may be in addition to the purposes of the Association set forth in Article V Section 1. No member shall be required to pay any portion of the voluntary dues and said member shall not be subject to any assessment or lien on such member's property for failure to pay such voluntary dues.

SECTION 3. ASSESSMENTS. In addition to the mandatory annual dues payable by mandatory members of the Association as provided in Article V Section 1 of these By-Laws, and with respect to such matters for which mandatory dues may be expended, each owner of record or beneficial owner of the same shall be subject to assessments for such lot's proportionate share of:

(a) All additional costs outside the approved budget incurred in connection with the Association's affairs and operations, including all overhead, clerical and management expenses and all maintenance, repair, improvement and insurance expenses incurred in connection with, and all licenses, taxes and other governmental charges levied or imposed against the common areas and other real and personal property of the Association per the approved budget:

(b) Such sums as the Board of Directors shall determine, after due consideration of all accumulated and unexpended annual dues, to be reasonable and prudent for the

establishment of a reserve for payment of the aforesaid expenditures of the Association:

( c ) Such additional sums as the Board of Directors shall determine to be necessary to meet the primary purposes of the Association against all of the aforesaid lots-including any assessment for capital improvements or to make up a deficiency in insurance proceeds received by reason of damage to the common areas or other real and personal property of the Association-shall not exceed an amount equal to one year's dues in the aggregate, except upon the prior affirmative vote of two-thirds ( 2/3 ) of the votes cast by mandatory members of the Association at any meeting called for that purpose. Such assessments or liens can be imposed for and are limited to the purposes described in Article V Section 1. Invoices for such assessments shall be submitted to the appropriate lot owners immediately upon change or at such other regular intervals as may be determined by the Board of Directors. Each owner shall pay all assessments levied upon his lot or lots pursuant to this Section 3 to the Association within thirty ( 30 ) days of the mailing or delivery of an invoice for same to such owner. Upon ten ( 10 ) days' notice to the Board of Directors and the payment of a fee of \$1.00, any mandatory member shall be furnished a statement of his account setting forth the amount of any unpaid annual dues, assessments or other charges due and owing the Association from such mandatory member.

( d ) The Board will assess a 'one time' dues of \$75.00 if the By-Laws are approved June 6, 2002. This assessment will be for the startup operation of the Association and will be controlled and handled by the Board of Directors and the Association's members under the Association's By-Laws. This \$75.00 startup assessment will be prorated day by day on new owners and newly constructed dwellings and will be figured and determined from closing date to April 30, 2003.

No owner of any of the aforesaid lots may avoid or escape liability for the annual dues provided for in Article V Section 1 or for the assessments provided for in Article V Section 3 by waiver or non-use of the benefits of mandatory membership, or of the common areas or other real or personal property of the Association.

SECTION 4. LIENS. If any owner of all or any portion of any of the aforesaid lots is in default for a period of thirty ( 30 ) days either in the payment of his annual dues provided in Article V Section 1, or in the payment of his proportionate share of any assessment levied, the members of the Board of Directors may bring suit to enforce collection and there shall be added to the amount due the costs of said suit, together with legal interest and reasonable attorney's fees to be fixed by the court. The amount of any delinquent and unpaid annual dues or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the lot of the owner involved when payable. Such lien shall be in favor of the members of the Board of Directors and their successors in office and shall be for the benefit of all other mandatory members of the Association. Said lien, upon the recording of notice thereof in the Office of the Recorder of Deeds of Sangamon County, Illinois shall be prior to all other liens and encumbrances, recorded or unrecorded except only ( i ) Taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois or other State or Federal taxes which by law are a lien on the interest of the owner of such lot prior to preexisting recorded encumbrances thereon, and ( ii ) encumbrances on the interest of the owner of such lot recorded prior to the date the aforesaid notice of lien is recorded, which encumbrances by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Illinois where notice may be mailed to the encumbrancer thereunder, and provided further that if and whenever and as often as the Board of Directors shall send by United States registered mail to any such encumbrancer at the mailing address set forth in the recorded encumbrance a statement of the amounts and due dates of all delinquent and unpaid annual dues and assessments with respect to the encumbered lot, then such prior recorded encumbrance shall be subject to the lien of all delinquent and unpaid annual dues and assessments with respect to such lot which become due and payable within a period of ninety ( 90 ) days after the date of

mailing of each such notice, together with interest thereon and costs and fees as above provided. Any encumbrancer holding a lien on such lot may pay any delinquent and unpaid annual dues and assessments with respect thereto, and interest, costs and fees as above provided, and upon such payment such encumbrancer shall have a lien on such lot for the amounts so paid at the same rank as the lien of his encumbrance. The aforesaid notice of lien shall be signed by members of the Board of Directors, shall contain a good and sufficient legal description of the lot subject to the lien, the amount and nature of the lien, and the name and nature of the interest of the owner, or reputed owner of such lot.

**ARTICLE VI : SALE, LEASE, MORTGAGE  
or OTHER ALIENATION OF COMMON AREAS or  
PROPERTY of ASSOCIATION -- No Right to Partition**

Title and ownership of the common areas shall be vested in the Association, and neither mandatory membership in the Association nor ownership of any lot in Piper Glen Subdivision shall create any right or cause of action in or on behalf of any Association member or lot owner for a partition of the common areas or any part thereof. The Association shall not exercise its power to mortgage, encumber, lease, convey or otherwise alienate or dispose of the common areas or other property of the Association unless such action has been approved by the vote of three-fourths ( 3/4 ) of the votes cast by mandatory members of the Association at any meeting called for that purpose.

**ARTICLE VII : MEMBERSHIP MEETINGS**

SECTION 1. ANNUAL MEETINGS. The annual meeting of the members shall be held on the first Thursday of November or as the Board may adopt.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called at any time for the purpose of considering matters which, by statute or the terms of the Articles of Incorporation, these By-Laws or the Declaration of Protective Covenants

and Restrictions applicable to Piper Glen Subdivision require the approval of the mandatory members of the Association, or for any other reasonable purpose. Said meetings shall be called by written notice or signage and authorized by a majority of the Board of Directors or by ( 1/3 ) of the mandatory members of the Association.

SECTION 3. MANNER OF NOTICE. Notice of any annual, monthly or special meeting shall be deemed given to person entitled to such notice, by signage or Block Captains or e-mail or U.S. mail sent to last known address or delivered to the member's premises or other means as the Board may adopt. The notice of such meeting shall be given by the Board of Directors to each member of the Association not less than ten ( 10 ) days prior to the date of said meeting and shall specify the date, hour and place of the meeting and the matters to be considered.

SECTION 4. QUORUM, MAJORITY VOTE. A quorum to conduct business requires the majority of the Board be present, voting members present and absentee ballots, collectively and additionally providing a total minimum vote of ten ( 10 ) members, then business may be conducted. Unless otherwise expressly provided in the Articles of Incorporation, these By-Laws or in the Declaration of Protective Covenants and Restrictions applicable to Piper Glen Subdivision, any action may be taken at any meeting of the members at which a quorum is present upon the affirmative vote of the mandatory members having a majority of the total votes present at such meeting.

SECTION 5. ABSENTEE BALLOT. Proxy voting is not allowed in this Association. At all meetings of members, each mandatory member may vote in person or by absentee ballot. All absentee voting shall be in writing and filed with the secretary one week (7 days) prior to the regular scheduled meeting. Absentee votes will be revocable, and shall automatically cease upon conveyance by a mandatory member of his lot.

SECTION 6. ADJOURNMENT OF MEETING. If any meeting of the members cannot be held because a quorum has not been attained, a majority of the mandatory members who are present at such meeting, either in person or by absentee ballot, may

adjourn the meeting from time to time for a period not exceeding seven ( 7 ) days in any one ( 1 ) case.

## **ARTICLE VIII: BOARD of DIRECTORS**

**SECTION 1. ENUMERATION & NUMBERS.** The direction and administration of the Association shall be vested in a Board of Directors ( hereinafter sometimes called the "Board" or "Directors"). The Directors of the Association shall consist of a President, Vice-President, Secretary, Treasurer, two (2) Architectural Control Officers and one (1) Officer at large ( hereinafter sometimes called "Officers", consisting of seven ( 7 ) persons who shall be elected by mandatory members at the annual meeting of the Association in the manner hereinafter provided. Total number of Directors may be changed periodically with the approval of the Association members. Each member of the Board shall be a mandatory member of the Association; provided, however, that in the event a mandatory member is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officers or directors of such corporation, partners of such partnership, beneficiaries of such trust, or managers of such other legal entity, shall not be eligible to serve as a member of the Board. Trustees are mandatory members per ARTICLE IV, SECTION 2 and can be board members.

**SECTION 2. ELECTION AND TERM OF OFFICE.** The first election of Directors shall take place on 7/11/02 the 2nd Thursday of July 2002, & these Directors shall hold office until the annual Nov. 2003 election. Thereafter Board elections shall take place at each succeeding annual meeting of the Association. Directors will be elected by majority vote of the mandatory members at each annual meeting. The Board shall adopt rules to conduct the Board member election allowing candidates to speak about their reason for wanting to be on the Board, their background and if they have an office preference. Term of office for Board members shall be one ( 1 ) year, unless he/she shall sooner resign, or is otherwise disqualified to serve. Directors shall serve until their



successors are selected. Directors, if (re-elected) may serve for a maximum period of two (2) consecutive years. Prior Board members after one ( 1 ) year absence from being on the Board can be re-elected and hold office. Staggered offices are the desired practice to be implemented by the Board, to maintain a reasonable number of members on the board at any one time with knowledge to execute the affairs of the Association. In as much as this document prohibits two ( 2 ) year terms, the initial Board is allowed and given the following responsibility. To attain the staggered effect, the Board and this document will allow two ( 2 ) year terms for a portion of the original Board. The Board shall make the choice of which two offices will be staggered, either the president and secretary or the vice-president and treasurer. The Board will also determine the method to achieve said effect. Thereafter, the Board shall revert to one ( 1 ) year terms. If at any time a staggered effect is no longer achieved, via resignations or other unforeseen event, this method shall be implemented again by a vote of the majority of the Board to achieve staggered offices.

SECTION 3. REMOVALS. Any Board member may be removed from office by the affirmative vote of at least two-thirds ( 2/3 ) of the votes cast by mandatory members of the Association at any meeting called for that purpose. A successor to fill the not expired term of a Board member removed may be elected by the mandatory members at the same meeting or any subsequent meeting called for that purpose.

SECTION 4. VACANCIES. Vacancies in the Board shall be filled by election by the mandatory members present at the next annual meeting or at a special meeting of the members called for such purpose. The Director elected to such vacancy shall serve the remainder of the term of the Director he/she replaces.

SECTION 5. BOARD OF DIRECTORS ORGANIZATION MEETING. The organization meeting of a newly-elected Board shall be held within ten ( 10 ) days of its election at such place and time as shall be fixed by the Board at the meeting at which it was elected. The main purpose of this organization meeting is to establish and form the seven (7) newly elected persons with the seven established offices in Article VIII Section

1. No further notice of the organization meeting shall be necessary providing all Directors shall be present or provide an absentee ballot.

SECTION 6. BOARD OF DIRECTORS REGULAR MEETINGS. All Board of Directors meetings are open to any member of the Association. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each Board member, personally or by U.S. mail or e-mail or telephone at least seven ( 7 ) days prior to the day named for such meeting or as the Board may adopt.

SECTION 7. BOARD OF DIRECTORS SPECIAL MEETINGS. Special meetings of the Board may be called by the President of the Association and must be called by the Secretary of the Association at the written request of either two members of the Board or by one third ( 1/3 ) vote of mandatory members of the Association. Notice of the meeting shall be given personally or by U.S. mail or telephone or e-mail at least seven ( 7 ) days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

SECTION 8. BOARD OF DIRECTORS WAIVER OF NOTICE. Any member of the Board may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

SECTION 9. BOARD OF DIRECTORS QUORUM, MAJORITY VOTE OF BOARD. A quorum at meetings of the Board shall consist of a majority of the entire seven ( 7 ) member Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, but before any further action is taken on these acts and at least three ( 3 ) days before an Association's meeting , all absentee Board members (of the above) are to be informed with all the information about the approved acts.

SECTION 10. ACTION TAKEN WITHOUT A MEETING. The Board shall have the right to take any action in the absence of a meeting which it could take at a

meeting, by obtaining the written approval of all members of the Board. Any action so approved shall have the same effect as though taken at a meeting of the Board.

SECTION 11. COMPENSATION OF BOARD. Members of the Board shall receive no compensation for their services, provided, however, that any director may be reimbursed for their actual expenses incurred in the performance of their duties.

SECTION 12. COMBINED BOARD POWERS AND DUTIES.

The Board shall have the following powers and duties:

- (a) To exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by the Articles of Incorporation, other provisions of these By-Laws or the Declaration of Protective Covenants for Piper Glen Subdivision;
- (b) To formulate policies for the administration, management and operation of the common areas, and to provide for the maintenance, repair, alteration and improvement of the common areas and other property of of the Association;
- (c) To employ any person, firm or corporation to act as manager or managing agent for the common areas and other real and personal property of the Association, to engage the services of such other employees or personnel, including accountants and lawyers, as the Board shall deem necessary, and to prescribe the duties of and provide reasonable compensation for such manager or managing agent and other employees or personnel;
- (d) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (e) To adopt rules and regulations governing the administration, management, maintenance, operation, use, enjoyment, conservation and beautification of the common areas and other property of the Association, for the health, safety, comfort and welfare of Association members; to amend such rules and regulations from time to time; and to cause notice of all such rules and regulations, and any amendments thereto, to be sent or otherwise given to the members of the Association.

( f ) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting, when such statement is requested in writing by one third ( 1/3 ) of the mandatory members of the Association;

( g ) The Board is to establish dates, times and rules for the auditing of Piper Glen Subdivision Association's financial records annually, which is not set forth in these By-Laws

( h ) As more fully provided herein and in the Declaration of Protective Covenants for Piper Glen Subdivision:

( 1 ) To fix the amount of the assessments provided in Article V  
Section 1 of these By-Laws;

( 2 ) To send, or cause an appropriate officer to send, written notice  
of mandatory annual dues and of each assessment to every mandatory  
member subject thereto;

( 3 ) To enforce collection and payment of fines, dues and  
assessments in the manner provided for herein;

( i ) Upon demand by any person, a receipt setting forth whether any assessment has been paid will be issued by an appropriate officer. A reasonable charge may be made by the Board for the issuance of these receipts. Such receipt shall be conclusive evidence of any assessment therein stated to have been paid;

( j ) To procure and maintain adequate liability insurance, adequate fire, casualty and hazard insurance on property owned and maintained by the Association. In addition the Board may procure Directors liability insurance for execution of their official duties at the Associations expense.

( k ) To cause all officers or employees having fiscal responsibilities to be bonded at the Associations expense.

( l ) To perform, or to cause an appropriate officer to perform, all other duties of the

Association or Board set forth in the Declaration of Protective Covenants for Piper Glen Subdivision, or necessary to accomplish the purposes for which the Association was form.

( m ) In the event of a disputed lot vote (i.e. people(s) unable to agree on who is to vote for the lot , the Board reserves the right to reject the vote for this lot.

( n ) The first elected Board of Directors for this Association is to review all submitted bills/receipts for the creation of said By-Laws and Articles of Incorporation from the Architectural Control Committee, their alternates and or lot owners who prepared said documents and licenses. To include license fees, copying fees, signage for announcing meetings, lawyer fees to review and make recommendations of required documents and licenses, and other incidental costs in coincidence to creation of the Piper Glen Subdivision By-Laws and Articles of Incorporation. Once payments have been made for these reviewed items then the Board may adopt by majority vote to expunge this paragraph concerning payment for Association start up cost from subsequent printings of the By-Laws.

( o ) The Board may make special appointments and elect such other Directors as the affairs of the Association may require, each of whom hold a regular office term unless otherwise specified by the Board, have authority and perform such duties as the Board may, from time to time, determine.

SECTION 13. SPECIFIC DIRECTORS DUTIES.. All Directors shall familiarize themselves with the current protective covenants for Piper Glen Subdivision and By-laws of the Piper Glen Subdivision Association. The duties of the Directors are as follows:

( a ) President. The President shall be the chief executive Officer; and shall preside at all meetings of both the Board of Directors and mandatory members of the Association; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, contracts and any other written instruments; and shall co-sign all checks and promissory notes.

( b ) Vice-President. The Vice-President shall act in the place and instead of the

President in the event of his/her absence, inability, or refusal to act as president, and shall exercise and discharge such other duties as may be required of him/her by the Board.

( c ) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and members of the Association; shall keep the corporate seal of the Association and affix it on all papers requiring said seal; shall serve notice of meetings of the Board and of the members; shall keep appropriate current records showing all mandatory members of the Association and those who have the power to vote their membership, together with their addresses; and shall perform such other duties as required by the Board.

( d ) Treasurer. The Treasurer shall receive and deposit or cause to be received and deposited in appropriate bank accounts all moneys of the Association and shall disburse or cause to be disbursed such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep full and accurate financial records and books of account showing all receipts and disbursements; and shall prepare all required financial statements and statements of income and expenditures.

( e ) Architectural Control Committee. This will be a two ( 2 ) person Association Committee in conjunction with the Piper Glen Subdivision Developer. When the Developer relinquishes his responsibilities to this committee it will become a three ( 3 ) person Association Committee. These Committee members should always have in hand a current copy of the Declaration of Protective Covenants for Piper Glen and a current copy of the By-Laws for the Piper Glen Subdivision Association. The committee will be responsible for approving new building plans and specifications as required in the Declaration of Protective Covenants for Piper Glen Subdivision.

( f ) At Large Board Member. At this time, this will be a one ( 1 ) person member, and will be an At Large Board Member (unassigned). This Board member is susceptible to Article VIII, Sections 1 and 12 ( o ) above.

SECTION 14. DIRECTOR RESIGNATION Any Director may resign at any

time by giving written notice to the Board. 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.

SECTION 15. HOLDING MULTIPLE OFFICES. No person shall simultaneously hold more than one of any of the Boards offices except in the case of special offices created pursuant to Article VIII, Section 12 ( o ).

#### ARTICLE IX: BOOKS and RECORDS

All Books and Records including the Articles of Incorporation, By-Laws, papers of the Association, and all the rules, regulations, architectural controls, conditions, protective covenants, restrictions and reservations now in existence or hereafter adopted by the Association relative to the use, care and enjoyment of the common areas and all other property, buildings or improvements located or situated within Piper Glen Subdivision shall at all times, during reasonable business hours, be subject to inspection by any member. The Board is to establish dates, times and rules for the auditing of the Piper Glen Subdivision Association's financial records annually.

#### ARTICLE X: CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances as prescribed in the annual budget.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors as prescribed in the approved annual budget. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS. All checks, drafts or other orders for the payment of

money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by the Treasurer and co-signed by the President of the Association. In the absence of one of the above any other Board member may co-sign the check. In the absence of both, ( the President & Treasurer ) any two Board members may co-sign checks, or shall be signed in such other manner as shall from time to time be determined by resolution with a majority vote by the Board of Directors.

SECTION 4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited within 14 business days to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

#### ARTICLE XI: COMMITTEES

Subject to the applicable provisions of the General Not For Profit Corporation Act of the State of Illinois, the board of Directors may appoint, by resolution adopted by a majority of the directors then in office, such committees as it deems appropriate to assist the Association in carrying out its purposes and the Board of Directors in the management of the Association.

#### ARTICLE XII: GENERAL PROVISIONS

##### SECTION 1. RIGHTS AND OBLIGATIONS OF MANDATORY MEMBERS.

Each owner of record or beneficial owner (as distinguished from a security owner) of any lot in Piper Glen Subdivision, to-wit: All lots designated in the current plats or each subsequent grantee of such owner, and each purchaser of any such lot under any contract for a deed of conveyance thereto, accepts the same subject to all conditions, protective covenants, restrictions, reservations, rules, regulations, architectural controls, liens and charges, and the jurisdiction, rights and powers created or reserved by these By-Laws and the Declaration of Protective Covenants for Piper Glen Subdivision; and all rights, benefits and privileges of every character granted, created, reserved or declared, and all impositions



and obligations imposed, by these By-Laws or the aforesaid Declaration shall be deemed and taken to be protective covenants running with the land, and shall bind any person (including a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property) having at any time any interest or estate in said lots, and shall incur to the benefit of any such person in like manner as though the provisions of these By-Laws and the aforesaid Declaration were recited and stipulated at length in each and every deed of conveyance. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this paragraph or described in any other part of these By-Laws or in the aforesaid Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such lots and all improvements situated thereon as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

SECTION 2. ARCHITECTURAL CONTROLS. Each mandatory member of the Association shall be subject to and bound by the architectural control provisions set forth and contained in the Declaration of Protective Covenants for Piper Glen Subdivision, and without in any manner attempting to limit the architectural control provisions contained in the aforesaid Declaration, no mandatory member of the Association shall without written approval from the Architectural Control Committee :

( a ) build, construct, install, alter the exterior or structural portions of any residence, dwelling unit, garage, carport or outbuilding;

( b ) build, construct, install or alter any wall, fence, parking area, poles or wires for the transmission of electricity or telephone messages, or sign;

( c ) cut or remove any tree having a diameter of four ( 4 ) inches or more, measured at a point twelve ( 12 ) inches above the ground line; on or upon any of the lots in Piper Glen Subdivision;

Written request for the above actions including plans and specifications showing the

nature, kind, shape, height, materials, color, location of the buildings, structures, alterations, improvements narrated in subparagraphs ( a ), ( b ) and ( c ) of this Section have been submitted to and approved in writing by the aforesaid Architectural Control Committee as to conformity or harmony of exterior construction materials, color, height, configuration and architectural style and design, correlation of building types to terrain, and location and natural grouping of structures with respect to other existing structures, open spaces, wooded areas and street patterns within the Piper Glen Subdivision.

SECTION 3. USE AND OCCUPANCY RESTRICTIONS. Each mandatory member of the Association shall be subject to and bound by the use and occupancy restrictions set forth and contained in the Declaration of Protective Covenants for Piper Glen Subdivision, and without in any manner attempting to limit the use and occupancy restrictions contained in the aforesaid Declaration, the use and occupancy of the common areas and the following described lots in Piper Glen Subdivision shall be limited and restricted as follows:

( a ) All residentially zoned lots of Piper Glen Subdivision and the improvements now or hereafter situated thereon shall each be used or leased only for residential housing in accordance with the zoning regulations in the current plats and such recreational activities as are incident to such residential uses, and for no other purpose;

( b ) The common areas shall be used only for such recreational or social activities as are incident to the residential purposes to which the use of Lots in the current plats of Piper Glen Subdivision have been restricted as provided in subparagraph ( a ) of this Section, and for no other purpose.

SECTION 4. RULES AND REGULATIONS OF COMMON AREAS. Each mandatory member of the Association shall be subject to and bound by the following rules and regulations in connection with the use and enjoyment of the common areas.

( a ) No person shall use the common areas or any part thereof in a manner contrary to the rules and regulations set forth and contained in these By-Laws or in the

Declaration of Protective Covenants for Piper Glen Subdivision, or contrary to such other rules and regulations as the Board of Directors may from time to time adopt in accordance with these By-Laws;

( b ) Use of the common areas shall be limited to such recreational and social activities as are incidental to the residential use and occupancy in the Piper Glen Subdivision, and no business, commercial, or industrial activities, and no incidental home industries or occupations shall be permitted or conducted, either temporarily or permanently on the common areas;

( c ) The Board of Directors may hereafter grant easements over, under, along or through any portion of the common areas for utility purposes benefiting the common areas or other property located within Piper Glen Subdivision including the right to install, lay, maintain, replace and repair water mains and pipes, sewer lines, a sewer or lift pump station, gas mains, telephone wires, cable(s), wireless equipment, equipment and electrical conduits, and in furtherance thereof, and in order for the Board of Directors to provide for and facilitate the proper management, operation, maintenance, repair and improvement of the common areas as required by these By-Laws and the Declaration of Protective Covenants for Piper Glen Subdivision, the Board of Directors may authorize entry into the common areas for such purposes, causing as little inconvenience to the use and enjoyment of the common areas as is practicable under the circumstances;

( d ) No trees, bushes, shrubbery, sod or other form of landscaping may be added or removed on any of the common areas without the prior express written consent of the Board of Directors;

( e ) No noxious or offensive activity shall be engaged in, nor shall any waste be committed by any licensee in or upon the common areas nor shall any record or beneficial owner ( as distinguished from security owner ) of any lot situated within Piper Glen Subdivision use or permit the use of said lot or any improvements or other property situated thereon in such manner as will interfere with, or cause an annoyance or nuisance

to the use, enjoyment, maintenance and operation of the common areas;

( f ) No motor vehicles, campers, camper trailers, trailers, house trailers, tents or similar objects shall be erected, placed, parked or otherwise located or allowed to remain, temporarily or permanently, on the common areas.

( g ) No dogs, cats, rabbits, household pets, livestock, fowl, poultry or other animals may be raised, bred, quartered, penned, chained, kept or allowed to enter upon or remain on the common areas; provided, however, that cats and dogs which are under leash as required by the City of Springfield and are not dangerous or vicious may be allowed to enter upon the common areas unless they thereby create a nuisance or unreasonable disturbance in which event they shall be permanently removed from the common areas upon three ( 3 ) days prior written notice from the Board of Directors.

SECTION 5. FINES AND REMEDIES. If any owner of record or beneficial owner ( as distinguished from security owner ) of any of the lots in the Piper Glen Subdivision, to-wit: Lots in the current plats either by his own conduct or by the conduct of any other occupant of his lot or any improvements situated thereon, shall violate any of the conditions, protective covenants, restrictions, reservations, rules, regulations or architectural controls set forth and contained in Article XIII General Provisions of these By-Laws or in the Declaration of Protective Covenants for Piper Glen Subdivision, or any rules and regulations from time to time hereafter adopted by the Board of Directors in accordance with these By-Laws, and such violation shall not be cured within five ( 5 ) days after written notice thereof is deposited by the Board in a United States Post Office mailbox, certified mail, return receipt requested, addressed to such owner at his last known address, or shall recur more than once thereafter, the Board shall have the power and authority, upon three ( 3 ) days prior written notice given by the Board to such owner ( in the same manner as the aforesaid five ( 5 ) day notice is required to be given ) to levy and assess a fine against such owner of not less than \$10.00 nor more than \$50.00 for each day after the date on which the aforesaid five ( 5 ) day notice was postmarked and during or

on which such violation occurred, existed or continued uncured. The Board or its agents may institute such legal or equitable actions or proceedings against any such aforesaid owner of record or beneficial owner ( as distinguished from security owner ) as may be required to enforce payment and collection of all or any part of any fine or fines levied against such owner pursuant to these By-Laws or to the Declaration of Protective Covenants for Piper Glen Subdivision: and in addition thereto, the Board or its agents shall have such other rights and remedies as are available at law or in equity, and may prosecute such other actions or proceedings, including actions for damages or for mandatory or other injunctions against any aforesaid owner of record or beneficial owner, in order to enforce, and to compel such owner to comply with and observe, all of the conditions, protective covenants, restrictions, reservations, rules, regulations and architectural controls as are set forth and contained in these By-Laws or the Declaration of Protective Covenants for Piper Glen Subdivision. Any and all of the aforesaid rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board or its agents, and in any action, suit or proceeding instituted by the Board or its agents as aforesaid, all expenses incurred by the Board or its agents in connection therewith, including court costs, attorney's fees and other fees and expenses, shall be recoverable in any such action or proceeding and shall be included in any judgment or decree therein entered or rendered in favor of the Board or its agents.

### ARTICLE XIII: AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the members of the Association, by a affirmative vote of two-thirds ( 2/3 ) of the mandatory membership.

It is also understood that amendments to the by-laws could be blocked forever simply by less than 2/3 of the members showing up to vote. If the board has convened two meetings where less than 2/3 of the mandatory members are present to vote on a by-law amendment, then in this case the board may opt for a third meeting on the by-law(s) amendment(s) with

one-third (1/3) or more of the mandatory members in attendance and 2/3 of this smaller group is required to amend the by-law(s).

#### ARTICLE XIV: CONFLICTS

In the event of any conflict or inconsistency between any of the provisions of these By-Laws and any of the provisions set forth and contained in the Declaration of Protective Covenants for Piper Glen Subdivision, the provisions of said Declaration shall control.

A TEST: ARCHITECTURAL CONTROL COMMITTEE

John Klemm

John Klemm

DATE:

July 7, 2002

Bob Williams

Bob Williams

DATE:

July 1, 2002

Keith Bonn

Keith Bonn

DATE:

July 1, 2002