

STATE OF ILLINOIS)
) SS.
COUNTY OF KENDALL

200300016569
Filed for Record in
KENDALL COUNTY, ILLINOIS
PAUL ANDERSON
05-16-2003 At 11:56 AM.
DECLARATION 24.00

**AMENDED DECLARATION OF
BY-LAWS OF OAK CREEK SUBDIVISION
HOMEOWNERS ASSOCIATION, INC.**

NOW COMES, THE OAK CREEK
SUBDIVISION HOMEOWNERS ASSOCIATION,
IF AND AS DECLARANT MAKES THE AMENDED
DECLARATION OF BY-LAWS REVIOUSLY ENTERED
INTO AND RECORDED WITH THE RECORDER
OF DEEDS OF KENDALL COUNTY, ILLINOIS
ON JANUARY 14, 1988 AS DOCUMENT 88-0215
AND FOR WHICH A DECLARATION OF BINDING
EFFECT WAS RECORDED ON OCTOBER 19, 1988
AS DOCUMENT 88-5747, AND RESTATEMENT
OF DECLARATION WAS RECORDED ON JULY 28,
1999 AS DOCUMENT 9911199.

**ARTICLE I
GENERAL PURPOSES**

This Homeowners Association is being formed for the orderly development, maintenance and preservation of high quality single-family residential subdivision known as OAK CREEK SUBDIVISION located in Oswego Township, Kendall County, Illinois; and to provide for the orderly administration of commonly owned recreational facilities and land, title of which is held by OAK CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC. and governed by the Board of Directors as hereinafter set forth.

**ARTICLE II
NAME**

The name of this association is OAK CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., said corporation was incorporated as an Illinois Corporation on July 14, 1987.

**ARTICLE III
MEMBERSHIP**

A. ACTIVE MEMBERSHIP

Each owner of record of any individual residential lot within OAK CREEK SUBDIVISION shall be considered to be an active member of the Association, with full voting and other privileges. The rights of any owner shall be qualified under such rules as the Association promulgates herein in these by-laws and any properly passed amendments thereto. The owners of record of any individual lot shall jointly and severally own one share of common stock of said corporation and shall be entitled to one vote by reason of each respective share. In no event shall multiple owners of one lot be entitled to more than one vote on any Homeowners Association matter. For purposes of this restatement the term "owner" shall include beneficiaries of a land trust holding title to a residential lot.

B. SOCIAL MEMBERSHIP

The Homeowners Association, as its governing board may hereinafter authorize, may elect to issue up to one hundred (100) social memberships under such terms and conditions and for such fees as are determined by the Board of Directors of the Association. Said social membership shall be for the use of the clubhouse, recreations and sporting activities of the Homeowners Association by persons not residing in said subdivision. It is the intent of the Association to make use of social memberships for the purpose of defraying the costs of the operation of common recreational, clubhouse and sporting activities of the Homeowners Association.

C. DURATION OF MEMBERSHIP

Active membership in said Association shall be mandatory by each owner of record of any individual residential lot so long as they continue to own a lot within OAK CREEK SUBDIVISION. Upon sale of any lot and transfer of legal title, active membership shall pass automatically without cost to the new owner of record of any individual lot being sold in OAK CREEK SUBDIVISION. Provided, however, that a start-up fee not to exceed \$100.00 may be charged to cover administrative expenses related to changing the Association records with respect to such property transfers. All Homeowners Association fees and assessments shall be paid on a mandatory basis by each respective active member of the Homeowners Association so long as they retain record ownership of any lot within

the subdivision and shall continue to be due and owing for periods prior to transfer until paid. Social membership shall be on an annual renewable basis conditioned upon compliance with all rules and regulations for the operation of recreational facilities within said subdivision and payment of the cost of annual social membership.

D. SUSPENSION AND EXPULSION

If, in a written and signed communication addressed to the Board of Directors of said Association, any social member shall be charged with conduct detrimental to the objects or interest of the Association, or in violation of its by-laws, or rules and regulations promulgated by its governing board for the use of its facilities, the accused person shall be given an opportunity to respond in writing and request a hearing before the board. If, after said hearing, the governing board in its sole discretion determines that the charged brought constitute conduct detrimental to said Homeowners Association or an increased potential for liability for the use of the facilities thereon, the Homeowners Association shall have the right upon majority vote of the members of its board to terminate or suspend the membership of any social member.

**ARTICLE IV
MEETINGS**

A. ANNUAL MEETINGS

There shall be an annual meeting of the Association during the first week of January of each calendar year, unless otherwise ordered by the governing board of said Association. During the meeting election of the governing board shall take place and such other business as is necessary for the orderly and efficient administration of said Homeowners Association. Meetings shall be open to all active members of said Association excluding social members. Notice of such meeting shall be issued by the secretary of the governing board mailed to the last recorded address of each member at least 21 days before the time appointed for the meeting.

B. QUORUM

The presence of forty percent (40%) of the active members, either in person or in a form of written proxy shall constitute a quorum. In the event a quorum is not present, the presiding officer may adjourn the meeting from time to time until a quorum is present and renote said meeting.

C. ORDER OF BUSINESS

The order of business at the annual meeting shall be as follows:

1. Call to order.
2. Reading of minutes of previous meetings.
3. Communications received from outside sources.
4. Report of current officers.
5. Election of new governing board members.
6. Any new business.
7. Adjournment

The order of business may be altered or suspended at any meeting by a majority vote of members present.

D. SPECIAL MEETINGS

Special meetings of the Association may be called by the chair of the governing board or by any 7 or more active members of the Association who in writing serve the governing board with written notice of their intent to call a special meeting with at least 7 days advanced notice. Upon receipt of said notice, the governing board shall give notice to the remaining active members of the Association of the time, date, and place of the meeting.

The governing board may meet in executive session upon notice to all members of the board but without prior notice to all members of the Association in order to discuss potential or actual litigation and/or personal matters involving the Association. The members of the Association shall be advised at the next regular meeting of the Board of Directors following such executive session that the executive session has taken place and the general nature of the matters taken place and the general nature of the matters discusses at such executive session. Minutes of such executive sessions shall be kept and made available to members of the Association upon a determination by the Board of Directors that it is no longer necessary to maintain the confidentiality of the matters discussed thereat.

E. PLACE OF MEETING

It is anticipated that all Association meetings as well as governing board meetings shall take place at

the clubhouse facilities located within OAK CREEK SUBDIVISION.

**ARTICLE V
ELECTION**

An election shall be held at the annual meeting each year electing the members of what shall hencefore be known as the governing board, serving as Board of Directors for said corporation.

A. NUMBER OF BOARD MEMBERS:

The governing board shall consist of five (5) members.

B. TENURE OF GOVERNING BOARD

Members of the governing board shall serve for two (2) years.

C. ELECTION OF THE GOVERNING BOARD

In the annual election conducted in January, all vacancies to the governing board shall be filled. If there are three or less vacancies, all newly elected governing board members shall serve for two years. If there are more than three vacancies, the three candidates receiving the highest number of votes shall serve for two years, with the other two serving for one year. Should a tie in the number of votes received prevent the determination of the top three, then the newly elected governing board members shall determine which of the members will serve for two years.

D. OFFICERS TO BE ELECTED BY THE BOARD:

Upon election of a governing board, the governing board shall at the same annual meeting conduct a governing board meeting at which time they shall elect three of their members, one as the president, one as the treasurer, and one as the secretary of said Association. Each office shall be held by the designated and property elected officer by majority vote for a period of one year until next successive annual meeting at which time a new governing board shall be elected.

E. GENERAL POWERS OF THE BOARD

The powers of the Homeowners Association shall be managed by the governing board, which includes the power to establish fees and to adopt rules and regulations governing the use of common areas and facilities. These powers will also include the adoption of standards regarding personal conduct of members and guests when using common areas and facilities, and to establish penalties for the infraction thereof. Any rules, regulations or resolutions passed by the governing board shall have the same force and effect as these By-laws, and may be enforced in the same manner.

F. ENFORCEMENT OF RULES, REGULATIONS AND PENALTIES

Oak Creek is a private community of people bound together to share a neighborhood which requires the cooperation of everyone to make it work. Recognizing that day-to-day governing board action should not be required to assure proper administration, rules and regulations must be enforced to the fullest ability of the residents, including the rights of the charged violator to be heard and to appeal any action imposed.

Depending on the seriousness and/or number of violations involved as determined by the governing board or its properly delegated committees, members found to have violated any rule or regulation may be subject to either or both of the following procedures:

1. Letter from the governing board.
2. Called before the governing board for a private meeting.

If voluntary compliance is not thereby secured the governing board may revoke or suspend all privileges including but not limited to the use of club, pool, tennis courts and/or all common grounds. The governing board's actions regarding these matters shall require an 80% majority vote of the board. Any decision of the governing board to revoke or suspend privileges may be appealed to a meeting of all members called specifically to consider such an appeal. Any member requesting to speak at such meeting shall be given three minutes to speak for or against the issue of the appeal. The revocation or suspension of privileges shall not relieve the owner of his obligation to pay assessments. The board may, when deemed necessary, impose a fine up to but not greater than twice the annual assessment.

G. CREATION OF COMMITTEES:

Said Homeowners Association shall have the following standing committees and such other committees as the governing board determines it is in the best interest of the Association to create

from time to time:

1. An Architectural review committee
2. A pool operations committee
3. A clubhouse operations committee
4. A grounds committee
5. Homeowner's assessment committee which shall aid the governing board in determining annual homeowners assessment and budgetary matters.

Each committee shall consist of three persons who shall be appointed by the governing board.

The architectural review committee shall be established for the purposes of enforcing the architectural controls of the subdivision. At least two members of the architectural review committee shall be members of the governing board. Decisions of the architectural review committee shall require a majority for approval of any matter regarding architectural controls, site plans on each individual lot and drainage site plan on each individual lot.

The Oak Creek Homeowners Association, Inc. hereby adopts and approves in total as through made a part hereof in full all covenants, conditions, restrictions and reservations of record contained in a formal declaration dated November 16, 1987 and recorded as Document No. 87-6928 with the Recorder of Deeds in Kendall County, Illinois (and which may be amended or restated from time to time) as restrictions on all lots contained within Oak Creek Subdivision and which shall be binding on all members of said association.

H. INDEMNIFICATION

To the extent not otherwise insured against, the Homeowners Association shall indemnify any and all of its directors or officers, or any person who may have served at its request or by its election against expenses actually or necessary incurred by them in connection with the defense or settlement of any claim, demand, action, suit or proceedings, or the payment of any judgement, in which they are made parties or a party, by reason of being or having been directors or officers of the Homeowner's Association. This indemnification shall apply to actions alleged to have occurred on or after the date of the adoption of the original by-laws. This indemnification shall be deemed to not apply to any matter in which the director or officer, or former director or officer shall be adjudged to be guilty of misconduct or malice in his actions as a director or officer.

**ARTICLE VI
ASSESSMENTS**

Within two (2) months after the annual meeting, the governing board of the Association shall approve an operating budget. Said operating budget shall include necessary maintenance within said subdivision, an operating budget for the clubhouse facility, an operating budget for all sporting and recreational facilities, and a budget for operation, maintenance or creation of all common areas owned by this Homeowners Association.

Assessments shall be made by the governing board at its annual meeting and assessed to each lot owner on a monthly basis. The annual assessment shall be approved by a majority vote of the Homeowners Association governing board and by the majority of homeowners present at the annual meeting.

Special assessments may be made at any special meeting of the governing board and Homeowners Association called for the purpose of levying a special assessment for any designated purpose. No special assessment in excess of six times the monthly assessment at one time shall be approved unless done so by a majority vote of the active membership of said Homeowners Association, excluding social members, and a majority vote of the governing board of said Homeowners Association.

A 20% late fee may be imposed on any property owner who is three months or more delinquent in the payment of monthly assessments.

**ARTICLE VII
COMMON AREAS**

The Homeowners Association shall hold title to Lot 26 of Oak Creek Subdivision which contains the clubhouse, tennis courts, swimming pool and surrounding area. The Homeowners Association shall also have title to a natural wildlife area on Lot 61 and Lot 7.

**ARTICLE VIII
AMENDMENTS**

These by-laws may be amended, repealed, restated, or altered in whole or in part upon a two-thirds vote of the members present at a duly organized meeting of the active members of said Association.

**ARTICLE IX
LIABILITIES**

Nothing herein shall constitute members of the Association as partners creating individual or joint and several liability for any purpose. No member, officer, agent or employee shall be liable for the acts or failures to act of any other member, officer, agent or employee of the Association

**ARTICLE X
FUNDS**

The Association was created for the orderly administration and operation of the subdivision property, its landholdings and its day to day maintenance functions. It is intended by the Association to attempt to defray some costs of the administration of the Association to allow a limited number of social memberships as hereinbefore provided. It is the express purpose of the association that all funds received from social memberships and from active membership in the Association as well as assessments are to be used strictly for the stated purposes of the Association.

**ARTICLE XI
INITIAL ASSESSMENT**

Upon the initial closing of each lot, excluding lot 26, 7 and 61, each owner shall be required to place with the Association a reserve fund equal to three times the initial monthly assessment. Said reserve funds shall be held permanently by the Association and no owner shall be entitled to a refund thereof upon the sale of their residential lot.

**ARTICLE XII
SIGNAGE**

The Association may from time to time adopt signage, entrance way landscaping projects and such other matters as they feel will enhance the aesthetics of said subdivision.

IN WITNESS WHEREOF, association has executed the within Restatement to Declaration of By-laws the day and year first above written.

OAK CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

By: [Signature]

Tyler Temple, President on behalf of the OAK CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., an Illinois not for profit corporation.

ATTEST: Tom Hytry

Tom Hytry, Secretary on behalf of the OAK CREEK SUBDIVISION HOMEOWNERS ASSOCIATION, INC., an Illinois not for profit corporation.

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid said, DO HEREBY CERTIFY that TYLER TEMPLE personally known to me to be the President of the OAK CREEK SUBDIVISION HOMEOWNER'S ASSOCIATION, INC., an Illinois not for profit corporation and TOM HYTRY personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as free an voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand an official seal this 5th day of May, 2003

John Justin Wyeth
Notary Public



This instrument prepared by and return to:
BETH JOHNSON
47 OAK CREEK DR.
YORKVILLE, IL 60560
(630) 553-9722