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## BYLAWS OF CENTENNIAL PARK HOMEOWNER'S ASSOCIATION

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*Effective as of \_\_\_\_\_, 2021*

### **Article I Incorporation and Offices**

SECTION 1. Centennial Park Homeowner's Association (the "Association") was incorporated under and shall be generally governed by and in accordance with the Illinois General Not-For-Profit Corporation Act of 1985, as amended (the "Act"). The Association shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office.

### **Article II Members**

SECTION 1. Membership. All owners of the real estate, or any portion hereof, all as described on Exhibit A attached hereto (all of such real estate being the "Property"), shall be members of the Association and subject to the terms and provisions of these Bylaws.

SECTION 2. Voting Rights. Each member shall have one (1) vote for each parcel identified by a separate real estate tax identification number owned by said member within the Property.

SECTION 3. No Membership Certificates. No membership certificates of the Association shall be required.

### **Article III Purpose**

SECTION 1. The Association is authorized, responsible for and will take such action as may be necessary for the maintenance, repair, operation, and replacement of the common areas and surface water drainage system for the Property as the Board of Directors deems necessary from time to time, and in accordance with all lawful orders, rules, laws or regulations of any public body having jurisdiction, including but not limited to the maintaining of adequate casualty and public liability insurance for the Association and its officers and directors, the taking of legal title to the common areas, drainage detention ponds, and other related drainage areas, the payment of any real estate taxes thereon, the purchase or lease of adequate tools and equipment, and any activities related to the foregoing, in each case as the directors deem necessary from time to time.

SECTION 2. The Association is authorized to and may take such action as may be necessary in perpetuity for the maintenance and landscaping of all areas between sidewalks and roads for the Property, including the mowing and sprinkling of grass and the planting of trees, and the purchase

and lease of adequate tools and equipment as needed therefore, and any other activities related to the foregoing, in each case as the directors deem necessary from time to time.

SECTION 3. The Association is authorized to and may take such action as may be necessary in perpetuity for the maintenance and landscaping of the surface water drainage and detention areas for the Property, including the mowing of grass and planting of trees, resurfacing of slopes and reseeded, as necessary, and the purchase and lease of adequate tools and equipment as needed therefore, and any other activities related to the foregoing, in each case as the directors deem necessary from time to time.

SECTION 4. The Association is authorized to and may take such action as may be necessary in perpetuity for the maintenance, landscaping, operation, repair and replacement of any subdivision entrance sign, including the cost of electricity, insurance, and any other expense regarding the said sign.

SECTION 5. The Association is authorized to and may take such action as may be necessary in perpetuity for the mowing, landscaping, and maintenance of all areas bordering the perimeter of the Property.

SECTION 6. The purposes of the Association stated above shall not be construed to exhaust, limit or detract in any way from the general authority of the Association to act for other purposes as its members, through its Board of Directors, deem beneficial from time to time; subject, however, to the other provisions of these Bylaws.

SECTION 7. Each member of the Association agrees to and shall by virtue of being a member hereby grants an easement to the Association as reasonably necessary for the Association to achieve its purposes and so that the Association can perform its obligations herein.

#### **Article IV Meeting of Members**

SECTION 1. Annual Meeting. An annual meeting of the members shall be held in December in each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 2. Special Meeting. Special meetings of the members may be called either by the President or the Board of Directors, or by the holders of not less than one-twentieth (1/20th) of the members. The agenda for any special meeting shall be limited to the purpose or purposes stated in the call of the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place as the place of meeting for any annual meeting and for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Illinois. Meetings may also be virtual if necessary.

SECTION 4. Notice of Meetings. Written notice stating the place, date and hour of any meeting of members shall be delivered to each member entitled to a vote at such meeting not less than ten (10) nor more than thirty (30) days before the date of such meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. Informal Action by Members. Any action required to be taken at a meeting of the members of the Association, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either (i) by all the members entitled to a vote with respect to the subject matter thereof, or (ii) by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voting. If such consent is signed by less than all of the members entitled to vote, then such consent shall become effective only (i) is, at least five (5) days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the members entitled to vote with respect to the subject matter thereof, and (ii) if, after the effective date of such consent, prompt written notice of not more than ten (10) days of the taking of the corporate action without a meeting is delivered to those members entitled to vote who have not consented in writing.

SECTION 6. Quorum. The holders of twenty (20%) percent of the votes which may be cast at meeting of the Association, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of members, provided that, if less than twenty (20%) percent of the outstanding votes are represented at said meeting, a majority of the votes so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting shall be the act of the members unless the vote of a greater number or voting by classes is required by the General Not For-Profit Corporation Act, the Articles of Incorporation or these Bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting or any continuation of such duly constituted meeting.

SECTION 7. Proxies. At all meetings of members, a member may vote by proxy executed in writing by the member or by the member's duly authorized attorney-in-fact. Such proxy shall be filed with the secretary of the association before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy. All proxies not identifying the party to whom the proxy is granted shall be deemed to have granted the president of the association to vote the proxy on behalf of the member executing the proxy; provided that should the board of the association provide notice to the members of any specific question that will be called for a vote at any duly constituted meeting, any direction by the

member granting the proxy to vote on such matter shall be followed by the president in voting the proxy.

SECTION 8. Voting. Each member shall be entitled to the number of votes as set forth in Article II, Section 2

SECTION 9. Voting by Ballot. Voting on any question or in any election may be by voice unless the chairman of the meeting shall order or any member shall demand that voting be by ballot.

### **Article V Board of Directors**

SECTION 1. General Powers. The affairs of the Association shall be managed by or under the direction of its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of directors shall be up to nine (9). Each director shall be elected by the members and shall hold office until the next annual meeting of members and until his or her successors shall have been elected and qualified. Voting may be cumulative, with each member having the number of votes as set forth in Article II, Section 2 multiplied by the number of the open board seats.

SECTION 3. Regular Meetings. An annual meeting of the Board of Directors shall be held without other notice than these Bylaws, immediately after, and at the same place as the annual meeting of members. The Board of Directors shall also meet quarterly for a regularly scheduled meeting, and may provide, by resolution, the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

SECTION 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the Board may fix any place in Sangamon County, Illinois, as the place for holding any special meeting of the Board called by them.

SECTION 5. Notice. Notice of any special meeting of the Board of Directors shall be given at least two (2) days previous thereto by written notice to each director. Notice of any special meeting of the Board of Directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of waiver of notice of such meeting, unless specifically required by statute, the Articles of Incorporation, or these Bylaws.

SECTION 6. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the directors is present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.

SECTION 7. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by statute, the Articles of Incorporation, or these Bylaws. No director may act by proxy on any matter.

SECTION 8. Vacancies. Any vacancy occurring in the Board of Directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by the Board of Directors unless the Articles of Incorporation, a statute, or these Bylaws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected or appointed, as the case may be, to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

SECTION 9. Resignation of Directors. A director may resign at any time upon written notice to the Board of Directors. Such resignation need not be accepted to be valid.

SECTION 10. Removal of Directors. One (1) or more of the directors may be removed, with or without cause, at a meeting of members called for such purpose and upon a vote in the same manner as required for the election of directors, except that no director shall be removed at a meeting of members unless the notice of such meeting shall state that a purpose of the meeting is to vote upon the removal of one or more directors named in the notice, and then only the named director or directors may be removed at such meeting.

## **Article VI Officers**

SECTION 1. Officers. The officers of the Association shall be a President, one or more Vice Presidents (the number thereof to be determined by the Board of Directors), a Treasurer, a Secretary, and such other officers as may be elected or appointed by the Board of Directors. Officers whose authority and duties are not described in these Bylaws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two (2) or more offices may be held by the same person.

SECTION 2. Election and Term of Office. The term of office for each director shall be two (2) years or until his or her successor shall have been duly elected. The number of directors will be increased from the number of the original board (7) up to nine (9). It is intended that at minimum two (2) members of the board of directors shall stand for election each year beginning in 2022. There is no term limit.

The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as reasonably practical. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, until his or her death, or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. President. The President shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, the President shall be in charge of the business and affairs of the Association; shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the Board of Directors; and, in general, shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. The President shall preside at all meetings of the members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these Bylaws, the President may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and may accomplish such execution either under or without the seal of the Association and either individually or with the Secretary, and Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. The President may vote all securities which the Association is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the Association by the Board of Directors.

SECTION 5. Vice-President. The Vice-President (or in the event there be more than one Vice-President, each of the Vice-Presidents) shall assist the President in the discharge of the President's duties as the President may direct, shall perform such other duties as the President may direct, and shall perform such other duties as from time to time may be assigned to the Vice President by the President or the Board of Directors. In the absence of the President or in the event of the President's inability or refusal to act, the Vice-President ( or in the event there be more than one Vice-President, the Vice-Presidents, in the order designated by the Board of Directors, or by the President if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of their seniority of tenure) shall perform the duties of the President and, when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these Bylaws, the Vice-President (or any of them if there are more than one) may execute for the Association any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and either individually or with the Secretary, any Assistant Secretary or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

SECTION 6. Treasurer. The Treasurer shall be the principal accounting and financial officer of the Association. The Treasurer shall have charge of and be responsible for the maintenance of

adequate books of account for the Association, shall have charge and custody of all funds and securities of the Association, and be responsible therefore, and for the receipt and disbursement thereof, and shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board of Directors shall determine. Any such bond shall be at the expense of the Association.

SECTION 7. Secretary. The Secretary shall keep the minutes of the meetings of the members, the Board of Directors and committee of directors, in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law, be custodian of the records and of the seal of the Association and see that the seal of the Association is affixed to all documents if required, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these Bylaws, keep a register of the post-office address of each member which shall be furnished to the Secretary by such member, sign with the President, or Vice-President, documents which shall have been authorized by resolution of the Board of Directors, have general charge of the books and records of the Association; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors or as required by statute.

SECTION 8. Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries shall perform such duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the President or the Board of Directors. If required by the Board of Directors, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. Any such bond shall be at the expense of the Association.

## **Article VII Contracts, Checks, Deposits and Funds**

SECTION 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, 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.

SECTION 2. Checks, Drafts, Etc. 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 such officer or officers, or agent or agents, of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice-President of the Association.

SECTION 3. Deposits. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

## **Article VIII Books and Records**

SECTION 1. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time. The Association intends on following proper accounting principles and audit provisions, and to maintain general compliance as required by law and in keeping with the requirements for similar associations in the geographic area of Sangamon County, Illinois.

## **Article IX Fiscal Year**

SECTION 1. The fiscal year of the Association shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

## **Article X Waiver of Notice**

SECTION 1. Whenever any notice is required to be given under the provisions of the Illinois General Not-For-Profit Corporation Act of 1985, as amended, or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

## **Article XI Indemnification**

SECTION 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member, director or an officer of the Association against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not-For-Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such member, director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between the Association and each member, director and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not-For-Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing,

or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

SECTION 2. The Association may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was an employee or agent of the Association, or is or was serving at the request of the Association, as a member, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not-For-Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

SECTION 3. 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 Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection therewith.

SECTION 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) 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 Sections 1 and 2 of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (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 the members entitled to vote, if any.

SECTION 5. Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

SECTION 6. Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which one seeking indemnification may be entitled under any bylaw, agreement, vote of members or 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, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7. 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, 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.

SECTION 8. Notice to Members. If the Association has paid indemnity or has advanced expenses under this Article to a director, officer, employee or agent, the Association shall report the indemnification or advance in writing to any members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

SECTION 9. References to Association. For purposes of this Article, references to “the Association” shall include, in addition to the surviving Association, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving Association as such person would have with respect to such merging corporation if its separate existence had continued.

## **Article XII Assessments**

SECTION 1. Assessments. The Association shall defray the cost of its activities by the levy of an assessment on each member, to be made in accordance with the formula set forth in Paragraph 2 below. The Association may levy an initial assessment based on estimated expenses, and thereafter levy and annual assessment or special assessment if deemed necessary by the Board of Directors.

SECTION 2. Assessment Formula. All assessments of members by the Association from time to time pursuant to Paragraph 1 above shall be pro rata based on the number of parcels owned by each member to the total number of parcels identified by a separate real estate tax identification number owned by all members that is subject to the terms of this Declaration.

SECTION 3. Liens. In the event any assessment is not paid within thirty (30) days after written notice of delinquency is mailed by regular U.S. mail from the Association to the delinquent owner, Association may impose and record a lien on the lot or lots of the delinquent lot owners referring to this document, which lien may be foreclosed as a mortgage lien in accordance with Illinois law. In addition to or in lieu of filing such lien, Association may sue to collect the delinquent assessment in the Circuit Court of Sangamon County, Illinois. The delinquent owner shall be responsible for paying all reasonable costs of collection incurred by Association, including but not limited to reasonable attorney’s fees.

SECTION 4. Deferral. No parcel shall be subject to an assessment until a habitable dwelling shall have been completed and occupied on that parcel.

### **Article XIII Architectural Review**

SECTION 1. Architectural Review. Architectural review over new construction shall be vested in the Board of Directors as the Architectural Standards Committee, or any Architectural Standards Committee established by the Board of Directors, provided that all members of such committee shall be members of the Association.

SECTION 2. Submission of Written Request. A party desiring to obtain the approval of the Architectural Standards Committee shall place a request in writing and effect delivery of such request to the President of the Board of Directors, or if established, the Chairperson of the Architectural Standards Committee. Concurrently, the party making the request shall deliver to or for each member of the Architectural Standards Committee the following:

- (a) A Plot Plan showing the lot in its entirety, together with the location thereon of any existing or proposed buildings or structures, and the location of any existing or proposed improvements, fixtures or appurtenances that are visible from the street, pond(s) or any other lot in the Property. The Plot Plan shall include, but shall not be limited to, the location of any existing or proposed driveways, points of ingress and egress, sidewalks, parking, landscaping, exterior lighting locations, and utility components;
- (b) Specifications showing the types and colors of exterior construction materials to be used, including materials and colors of exterior coverings such as brick and stone, siding, roofing and including materials and colors of any other exterior materials;
- (c) Building plans, including elevations and illustrations of the contemplated external appearance of each proposed building, dwelling, boat dock, outbuilding, structure, improvement, fixture or appurtenance; architectural drawings of the floor plan; the identity of the general contractor or other party with whom the party making the request intends to contract for the contemplated construction, erection, installation, placement or alteration; and the identity of the person drawing any of the foregoing plans; and
- (d) Such other or additional information as the applicant may deem necessary or important, as the Architectural Standards Committee may reasonably request or as may demonstrate compliance with any applicable Declaration of Covenants or these Bylaws.

SECTION 3. Consideration by Architectural Standards Committee. In considering whether to approve or deny a request, the Architectural Standards Committee may consider, among other appropriate factors, the covenants, easements, reservations, stipulations, conditions, and restrictions herein; the identity of the proposed general contractor; existing buildings, structures, improvements, fixtures, and appurtenances in the Property; conformity and harmony of the external character and design of the proposed improvements with the character and design of the

existing improvements in the Property; the location of the proposed improvement with respect to the location of existing improvements in the Property; the character and design of the Property; the nature of the request in relation to topography, finished ground elevation, and Property infrastructure, including streets, drainage ways and the pond(s); aesthetic and privacy considerations; and the effect on other lot owners within the Property.

SECTION 4. Approval/Denial of Request. The Architectural Standards Committee may, in its sole discretion, and without explanation or justification necessarily offered, approve or deny any request. The discretion of the Architectural Standards Committee includes, but is not limited to, aesthetic grounds.

SECTION 5. Certificate of Approval. In the event a request is approved, the Architectural Standards Committee shall issue a Certificate of Approval stating that the request is granted and is acceptable for the Property. This approval shall be deemed to be conditioned upon strict compliance with the submitted and approved plot plan, specifications, building plans, and other information. The party making the request shall reimburse the Architectural Standards Committee upon demand for all reasonable expenses, costs and fees incurred in respect to the request, whether or not the request is approved or denied.

SECTION 6. Denial of Request. If a request is not approved by the Architectural Standards Committee, the lot owner has the right to resubmit a new request, together with a new or revised plot plan, specifications, building plans, and other information.

SECTION 7. Certificate of Compliance. Upon request of the Owner of any lot in the Property, the Architectural Standards Committee shall issue a Certificate of Compliance stating that the buildings, dwelling, boat dock, outbuilding, structure, fixtures, improvements, and appurtenances on the lot are in compliance with this Declaration, if such is the fact. Such Certificate of Compliance shall be conclusive evidence of adherence to this Declaration and shall provide protection to any lot owner, purchaser, mortgagee, or other successor or assign.

SECTION 8. Neither the Association, Board of Directors, nor Architectural Standards Committee shall be liable for any damage, loss, or prejudice suffered or claimed by any person on account of: (a) the approval or disapproval of any plans, drawings, and specifications, whether or not in any way defective; (b) the construction of any improvement, or performance of any work whether or not pursuant to approval plans, drawings and specifications; (c) the development of any building site or other lot within the Property; or (d) waiver, variance, modification or termination of this Declaration.

#### **Article XIV Amendments to Bylaws**

SECTION 1. The power to alter, amend, or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors; except, however, that no amendment of Article XII (Assessments), Article XV (Amendments to Articles of Incorporation), or to this Article XIV (Amendments to Bylaws) shall be made by the Board of Directors without the approval of at least

seventy-five (75%) percent of the members of the Association. Further, no amendment shall be permitted to these Bylaws that would ever excuse the Association from its duty to operate and maintain the common areas and surface water drainage system for the Property, unless some other person or entity assumes such obligation.

### **Article XV Amendments to Articles of Incorporation**

SECTION 1. Members shall be entitled to vote on all amendments to the Articles of Incorporation. No amendment may be made to the Articles of Incorporation that would change or supersede in any way, directly or indirectly, any provision of Article XII of these Bylaws (Assessments) or Article XIV of these Bylaws (Amendments to Bylaws), or this Article XV (Amendments to Articles of Incorporation), without the approval of at least seventy-five (75%) percent of the members of the Association. Further, no amendment shall be permitted to the Articles that would ever excuse the Association from its duty to operate and maintain the common areas or surface water drainage system for the Property, unless some other person or entity assumes such obligation. Any other amendment to the Articles of Incorporation shall require a two-thirds majority of votes present.

### **Article XVI Conflict Resolution/Association Complaint Procedure**

SECTION 1. The Association hereby establishes a conflict resolution process and Association Complaint Procedure in compliance with the Condominium and Common Interest Community Ombudsperson Act (765 ILCS 615).

SECTION 2. Definitions. The following terms shall have the following meanings for purposes of this Article:

- (a) “Acceptable technological means” includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.
- (b) “Association” means the Centennial Park Homeowner’s Association.
- (c) “Association Complaint” means a written complaint filed by a member of the Association pursuant to the Association Complaint Procedure. An Association Complaint (a dispute between a member and the Association) shall concern a matter which is not pending in any court of law or equity or administrative tribunal, regarding the alleged or perceived action, inaction, or decision by the Board of Directors, any managing agent, or the Association inconsistent with applicable laws and regulations, including but not limited to the Association’s governing documents and the rules and regulations, if any, of the Association.

- (d) “Association governing documents” means all documents and authorized amendments thereto recorded by the developer of the Association, including, but not limited to, any declaration, bylaws, articles of organization, operating agreement, plat of survey, and/or rules and regulations.
- (e) “Board” means the duly elected Board of Directors of the Association.
- (f) “Complainant” means a member who makes a written complaint pursuant to this Article.
- (g) “Final determination” means the final decision issued by the Association pursuant to this Article that shall: (1) be made in writing not later than 180 days after the association received the member’s original complaint; and (2) be marked clearly and conspicuously as “Final.”
- (h) “Record of complaint” means all documents, correspondence, and other materials related to a decision made pursuant to this Article.

SECTION 3. General Provisions.

- (a) This Association Complaint Procedure shall be readily available to all unit owners of the association.
- (b) The Association Complaint Procedure shall be distributed to all members using the Association’s established reasonable, effective, and free method for communicating with the Board.

SECTION 4. Procedures. The Association Complaint must be in writing.

- (a) A sample of the form on which to submit an Association Complaint is available upon request from the Association office at Centennial Park HOA, 3309 Robbins Rd. #444, Springfield IL 62704-6587 or by electronic mail at CentennialparkplaceHOA@gmail.com
- (b) The completed complaint form shall be hand-delivered, mailed by registered or certified mail, return receipt requested, or if consistent with the Association’s established procedure, delivered by acceptable technological means, provided the sender retains sufficient proof of delivery.
- (c) Delivery shall be made to the President or Secretary of the Association or to the principal office of the Association.
- (d) The association shall provide written acknowledgement of the receipt of the complaint to the Complainant within seven (7) days of receipt. Such acknowledgement

shall be hand delivered to the Complainant, mailed by registered or certified mail, return receipt requested, or if consistent with the association's established procedure, delivered by acceptable technological means, provided the sender retains sufficient proof of the electronic delivery.

SECTION 5. Contents of Association Complaint. The Complainant shall provide, with the Association Complaint, copies of all documents that the Complainant believes the Board of Directors should consider in connection with the Association Complaint. In addition, to the extent the Complainant has knowledge of the law, rule or regulation applicable to the Association Complaint, the Complainant shall provide that reference, as well as the requested action or resolution.

If the association identifies additional information necessary for the Association to continue processing the Association Complaint, then, no later than thirty (30) days after the Association's receipt of the Association Complaint, the Association shall request such information from the Complainant. The request shall be hand-delivered to the Complainant or mailed by registered or certified mail, return receipt requested, or be delivered by acceptable technological means provided the sender retains sufficient proof of delivery

The request for additional information shall bear a reasonable relationship to the Association Complaint and not be used to overburden the Complainant or frustrate a Complainant's efforts to have an Association Complaint considered by the Board of Directors. If the additional information requested is not received within the time frame stated in the Association's request (such date to be reasonably determined based on the nature of the information requested), and the time frame has not been extended by consent of the Board of Directors, but in no event shall be beyond thirty (30) days after the request was made or the extended time has expired whichever is later, the Association Complaint will be deemed withdrawn and the process will terminate.

SECTION 6. Consideration of Association Complaint and final determination. The Association's Board of Directors shall hold a hearing on the Association Complaint not less than thirty (30) nor more than sixty (60) days after receiving an Association Complaint and any additional information it has requested. The Board or Complainant, or both, may record the hearing by tape, film or other means.

Within a reasonable time prior to the consideration of the Association Complaint, the Complainant shall be notified of the date, time and location on and at which the hearing will be held. "Reasonable time" shall not be less than fourteen (14) days prior to the hearing date. Notice of the date, time, and location for the hearing shall be hand-delivered, mailed by registered or certified mail, return receipt requested, or if consistent with the Association's established procedure, delivered by acceptable technological means, provided the sender retains sufficient proof of the electronic delivery.

A Complainant may, but is not required to be, represented by an attorney. If the Complainant chooses to be represented by an attorney, the Complainant must notify the Board of Directors that

the Complainant intends to be represented by an attorney no later than seven (7) days prior to the hearing date. A Complainant may bring witnesses or documents to the hearing in support of Complainant's Association Complaint.

The final determination of the Association shall be contained in a Resolution adopted by the Board at an open meeting in conformance with the association's governing documents. The final determination of the association must be made in writing not more than 180 days after the Association received the Complainant's Association Complaint and marked clearly and conspicuously as "Final."

Written notice of the final determination shall be hand-delivered or mailed by registered or certified mail, return receipt requested within seven (7) days of the final determination.

SECTION 7. Records. The Association shall maintain a record of each Association Complaint it receives for at least seven (7) years following adoption of the Board's Resolution setting forth the final determination with respect to any Association Complaint.

Effective as of this \_\_\_ day of \_\_\_\_\_, 2021 by vote of the member of the Association at a duly constituted meeting of the members held on \_\_\_\_\_, 2020.

**Centennial Park Homeowners Association**

By: \_\_\_\_\_  
Its President

By: \_\_\_\_\_  
Its Secretary