

AMENDED BY-LAWS OF EVERGREEN OF HOFFMAN ESTATES HOMEOWNERS ASSOCIATION

ARTICLE I

PURPOSES AND POWERS

The Evergreen of Hoffman Estates Homeowners Association (the "Association") shall be responsible for the general management and supervision of the property known as Evergreen of Hoffman Estates (referred to as the "Property") and the ownership of the Common Area thereof and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration of Evergreen of Hoffman Estates as said Declaration may be amended from time to time (the "Declaration"). Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II

OFFICES

2.01 Registered Office. The Association shall have and continuously maintain in this state a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors of the Association may from time to time determine.

2.02 Principal Office. The principal office of the Association shall be maintained in Cook County, Illinois

ARTICLE III

MEMBERSHIP

3.01 Voting Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot (as such term is defined in the Declaration) which is subject by covenants of record to assessment by the Association shall be a member of the Association (herein referred to as "Voting Member"). The foregoing is not intended to include persons or entities who hold an interest merely as a security for

the performance of an obligation. No owner (as such term is defined in the Declaration) shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Trustee (as such term is defined in the Declaration and specifically including the Developer, as defined therein) from membership while it or its successors in interest, if any, owns one or more Lots.

From and after the date that the Trustee is no longer entitled to appoint the Board of Directors, each Voting Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by him or it, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. When more than one person holds such interest in any Lot, all such persons shall be Members.

3.02 MEETINGS

(a) Quorum - Procedure. Meetings of the Voting Members shall be held at the principal office of the Association or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of thirty percent (30%) of the total votes determined pursuant to Section 3.01 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any Voting Member in writing may waive notice of a meeting, or contest to any action of the Association without a meeting.

(b) Initial and Annual Meeting. The Initial meeting of the Voting Members shall be held at such time as may be designated upon not less than fifteen (15) days written notice given by the Trustee or its beneficiary, provided that such initial meeting shall be held no later than ninety (90) days after the Turnover Date (as that term is defined in the Declaration). Thereafter, there shall be an annual meeting of the Voting Members on the third Saturday of July of each succeeding year, or at such other time within 30 days of the third Saturday of July.

(c) Special Meetings. Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by terms of the Declaration or these by-laws, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Such meetings shall be called by written notice, authorized by a majority of the Board or by the Voting Members having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for such meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

(d) Notices of Meetings. Notices of meetings required to be given herein may be

delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

Proxies. At any meeting of Voting Members, a member entitled to vote may either vote in person or by proxy executed in writing by the member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV

Board of Directors

4.01 **Board of Directors.** The direction and administration of the Property in accordance with the Provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) persons who shall be elected in the manner hereinafter provided, except that the first and subsequent Boards of Directors (until after the turnover date) shall be appointed by the Trustee (or its beneficiary or designee) and shall consist of three (3) Board Members. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5), and that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board, with the exception of the Board members initially appointed by the Trustee (or its beneficiary or designee) shall be one of the Owners (including the Trustee); provided, however, in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust or agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

4.02 **Determination of Board to be Binding.** All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration of these By-laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.03 **Election of Board Members.** At the initial meeting of the Voting Members and at all subsequent annual meetings of the Voting Members there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Voting Member shall not be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Five (5) Board members shall be

elected at the initial meeting following the Turnover Date and shall serve until the first annual meeting following the Turnover Date. The three (3) persons receiving the highest number of votes at the first annual meeting following the Turnover Date shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year terms. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting following the Turnover Date and thereafter, successors shall be elected for a term of two (2) years each. Notwithstanding the aforesaid election procedure the Trustee or its designee or beneficiary may appoint a Board which shall have the same powers and authority as given to the Board generally, as provided hereinafter, and such appointed Board shall function until such time as the initial meeting of the Voting Members is held.

4.04 Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.05 Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.07, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members of the Board or of the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose.

4.06 Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Voting Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.07 Removal of Board Members. Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

4.08 Meeting of Board. The initial meeting of the Board shall be held immediately following the initial meeting of the Voting Members following the Turnover Date and at the same place. At such meeting the Board shall elect its officers to service until the first annual meeting which shall be held immediately following the first annual

meeting of the Voting Members, and at the same place. All subsequent annual meetings of the Board shall be held without other notice than this By-law, immediately after, and at the same place as, the annual meeting of Voting Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present. Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or unit owner's unpaid share of common expenses, or (vi) to consult with the association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

4.10 Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

ARTICLE V

POWERS OF THE BOARD

5.01 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By-laws, the Board shall have the following general powers and duties:

Own, maintain and otherwise manage the Common Area and all facilities, improvements and landscaping thereon and all other property acquired by the Association or to which the Association agrees to so maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sacs, median strips in the dedicated streets and easements which are adjacent to or within the Property and to maintain any signage and lighting located thereon.

Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association after such appointment.

Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

Maintain all drainage areas and facilities located on the Property in accordance with reasonable and acceptable engineering requirements of the Village of Hoffman Estates, Illinois in the event one or more Owners fail to do so.

Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, lighting and other improvements located at the entranceways to the Property.

At its option, mow, care for, and maintain vacant and unimproved property and remove rubbish from the same and to any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property and parkways in the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by the Trustee.

Make such improvements to the Association property, provide such other facilities and services, and make such expenditures, for the express purpose of keeping the Property a highly desirable residential community.

Enforce the obligations of Owners to observe all of the restrictions set forth herein, including but not limited to the fencing restrictions imposed on Owners of burdened Lots with respect to the Utilities, Landscaping, Signage and Maintenance Easement as set forth in the Declaration.

Provide for the enforcement of the provisions of the Declaration.

The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Unit Owners for violations of the Declaration, By-Laws, operating agreement, and rules and regulations of the Association.

Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the members by the Articles of Incorporation, the Declaration or By-laws.

5.02 Capital Additions and Improvements. The Board's powers herein above enumerated shall be limited in that the Board shall have no authority to acquire and

pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration) having a total cost in excess of Twenty-five Thousand Dollars (\$25,000.00), nor, shall the Association authorize any structural alterations, capital additions to, or capital improvements to the Common Area requiring an expenditure in the excess of Twenty-Five Thousand Dollars (\$25,000.00), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

5.03 Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taking or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

5.04 Rules and Regulations; Management.

Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

Management. The Trustee or Board may engage the initial management organization under contracts expiring not later than ninety (90) days after the date the initial meeting of the Voting Members following the Turnover Date is held. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

Nothing herein above contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

5.05 Liability of the Board of Managers. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability arising out of contracts made by the Board of Directors or officers on behalf of the Owners unless any such contracts shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of any such contract made by the Board or Officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to such Owner's proportionate share of the total liability thereunder.

ARTICLE VI

Assessments - Maintenance Fund

6.01 Preparation of Estimated Budget. Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing fiscal year (January 1 - December 31) for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate ("Estimated Cash Requirement"), with reasonable itemization thereof. The Estimated Cash Requirement shall be assessed equally among all of the Owners other than the Trustee as provided in the Declaration. Such annual budget shall also take into account any estimated net accruable cash income for the year for operation or use of the Property, if any. Said Estimated Cash Requirement shall be assessed to each Owner as set forth herein and shall be due and payable in such periodic installments as are established by the Board from time to time. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the assessment made pursuant to this Section. That portion of the annual assessments to be utilized for other expenses and purposes shall be allocated equally among all Owners other than Trustee. On or before the date of annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of actual expenditures, plus reserves. The Board shall upon written demand at any reasonable time furnish a certificate in writing signed by an officer or agent or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

6.02 Extraordinary Expenditures. The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the Estimated Cash Requirements shall be first charged against such reserves in the year of expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular Estimated Cash Requirements shall serve notice of further assessment on all such owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and fully payable ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners other than the Trustee shall be obligated to pay the adjusted annual amount.

6.03 Budget for First Year. When the first Board elected by the Voting Members hereunder takes office, it shall determine the Estimated Cash Requirement, as

hereinabove defined, for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the fiscal year of such conveyance. The initial Estimated Cash Requirement shall be assessed equally to all Owners, other than the Trustee, as provided in the Declaration.

6.04 Failure to Prepare Annual Budget. In the event of the failure or delay of the Board to prepare or serve the annual or adjusted estimate of an Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate, then the Owner shall continue to pay the maintenance charge at the then existing annual rate established for the previous fiscal year, subject to adjustment at such time as the annual or adjusted estimate has been prepared and the Owners have been notified thereof.

6.05 Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records shall be available for inspection by any owner or first mortgagee of record, at such reasonable time or times during the normal business hours as may be requested by the Owner or mortgagee. Upon ten (10) days' notice to the Board, and payment of a reasonable fee, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. A reasonable fee may be charged by the Board for the cost of retrieving and copying any records properly requested.

6.06 Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use and account of all the Owners, other than the Trustee. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.01 Remedies for Failure to Pay Assessments. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of eighteen (18%) per annum or the rate allowed by law, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclosure the lien against the property, any interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges 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 and may be

foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such annual budget shall also take into account any estimated net accruable cash income for the year from operation or use of the Property, if any. Each Owner, by such Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce to aforesaid lien by all methods available for the enforcement of such liens. Any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such judicial sale.

6.02 Forcible Entry and Detainer. In addition to the rights and remedies set forth in Section 6.07, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and such default shall continue for thirty (30) days after notice to such Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare such default a forcible detainer of the Lot, and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot, including the improvements thereon, from such defaulting Owner, to put out the Owner, using such reasonable force as the Board will deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer provisions of the Illinois Revised Statutes, as amended from time to time. This Section shall not apply to Trustee and Developer as owner of unsold Lots.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

All Owners shall maintain, occupy and use their Lot, including improvements thereon, and the Common Area only in Accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Voting Members.

The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VIII

Committees

8.01 Board Committees. The Board, by resolution, adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall consist of one (1) or more directors; such committees, to the extent consistent with law and as provided in such resolution, shall have and exercise the authority of the

Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

8.02 Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such a resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served.

8.03 Term. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.04 Chairman. One (1) member of each committee shall be appointed Chairman.

8.05 Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

8.06 Quorum. Unless otherwise provided in the resolution of the Board designated a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.07 Rules. Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board.

ARTICLE IX

Interim Procedures

Until the initial meeting of the Voting Members following the Turnover Date, the Trustee may appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE X

Amendment Procedures

These By-laws may be amended or modified from time to time by action or approval of (a) the Voting Members entitled to cast a majority of the total votes computed as provided in Section 3 and (b) the Trustee, so long as Trustee owns any Lots in the Property. Such amendments shall be recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

ARTICLE XI

Interpretation

In the case of any conflict between the Articles of Incorporation of the Association and these By-laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-laws the Declaration shall control.

ARTICLE XII

Definition of Terms

The terms used in these By-laws shall have the same definition as set forth in the Declaration to the extent such terms are defined therein.

ARTICLE XIII

Use of Technology

13.01 The Association may, upon adoption of the appropriate rules by the Board, conduct elections by electronic or acceptable technological means. Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Member shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

13.02 (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under the Declaration or By-Laws may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of the Declaration or By-Laws concerning notices, signatures, votes, consents, or approvals.

(b) The Association, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under the Declaration or By-Laws by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under the Declaration or By-Laws.

(d) Voting on, consent to, and approval of any matter under the Declaration or By-Laws may be accomplished by acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

(e) Subject to other provisions of law, no action required or permitted by the Declaration or By-Laws need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

13.03 "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.

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

EVERGREEN OF HOFFMAN ESTATES HOMEOWNERS ASSOCIATION, an Illinois not for profit corporation.

Adopted on the ____ day of _____, 2017

SECRETARY'S CERTIFICATION AS TO UNIT OWNER APPROVAL

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, state that I am the Secretary of the Board of Directors of Evergreen of Hoffman Estates Homeowners Association, an Illinois not-for-profit corporation, and as such Secretary and the keeper and custodian of the books and records of said condominium, I hereby certify that the foregoing amendment to **[Article IV, Section 4.03; Article IV, Section 4.08; Article V, Section 5.01; Article VI, Section 6.05; and Article XIII]** of the Amended By-Laws of Evergreen of Hoffman Estates Homeowners Association was approved by Voting Members entitled to cast a majority of the total votes in the Association, at a special meeting of the Unit Owners duly noticed, convened and held for that purpose on _____, 2017 at which a quorum was present throughout, and that such approval by the Unit Owners has not been altered, modified or rescinded in any manner but remains in full force and effect.

[NOTE: THIS CERTIFICATION WILL HAVE TO BE REVISED PRIOR TO EXECUTION TO REFLECT WHAT AMENDMENTS HAVE BEEN APPROVED.]

BY: _____
Secretary

DATE: _____, 2017