

BY-LAWS  
OF  
MEADOW RIDGE HOMEOWNER'S ASSOCIATION

ARTICLE I.

MEMBERSHIP, OFFICERS, APPLICABILITY, DEFINITIONS

1.1 Name. The name of the Association shall be Meadow Ridge Homeowner's Association (hereinafter referred to as the ("Association")), a not-for-profit corporation under the provisions of the General Not For Profit Corporation Act of the State of Illinois.

1.2 Membership. The members of the Association shall consist of the Lot Owners in accordance with their allocated voting interests as provided in the Declaration. The membership of each Lot Owner shall terminate when he ceases to be a Lot Owner, and upon the sale, transfer or other disposition of his ownership interest, his membership in the Association shall automatically be transferred to the new Lot Owner succeeding to such ownership interest.

1.3 Office. The principal office of the Association shall be located as determined by the Board.

1.4 Applicability. The provisions of these By-Laws are applicable to all of the Lots subjected to the Declaration and to use and occupancy thereof.

1.5 Definitions. The definition of words and terms contained in the Declaration shall apply to these By-Laws.

ARTICLE II

ASSOCIATION: MEETINGS, QUORUM, VOTING, PROXIES

2.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or as may be designated by the Board.

2.2 Annual Meetings. The annual meeting of the members shall be held in November. At such meeting, the Trustees shall be elected by ballot of the Lot Owners as provided in Article III. The Lot Owners may transact other business at such meetings as may properly come before them.

2.3 Special Meetings. Special meetings of the Association may be called by the President, by resolution of a majority of the Board or upon a petition signed by at least twenty percent (20) of the total votes of the Association. The

notice of any special meeting shall state the date, time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

2.4 Notice of Meetings. Except for budget meetings which shall be noticed not less than fourteen (14) nor more than thirty (30) days after the mailing of the summary, the Secretary or other officer specified in the By-Laws shall mail or cause to be delivered to each Lot Owner a notice of each annual or special meeting of the Association stating the purpose and the time and place where it is to be held; if an Owner wishes notice to be given at an address other than his or her Lot, he or she shall have designated by notice in writing to the Secretary such other address. The mailing or delivering of a notice of meeting in the manner provided in this Section shall be considered service of notice. Notices shall be served not less than ten (10) nor more than sixty (60) days before a meeting. No action shall be adopted at a meeting except as stated in the notice.

2.5 Waiver of Notice. Waiver of notice of meeting of the members shall be deemed the equivalent of proper notice. Any member may waive notice in writing or by attendance at a meeting, whether in person or by proxy.

2.6 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the members who are present at such meeting, either in person or by proxy, may adjourn the meeting to another time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. Notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings.

2.7 Order of Business. The order of business at all meetings of the Lot Owners shall be as follows:

- a. Roll call (or check-in procedure).
- b. Proof of notice of meeting.
- c. Reading of minutes of preceding meeting.
- d. Reports.
- e. Election of inspectors of election (when required).
- f. Unfinished business.

g. New business. 2.8 Voting. The voting rights of the members shall be as

follows:

a. Multiple Owners of a Lot shall collectively be entitled to one vote, which may not be cast in fractions.

b. If only one of several Owners of a Lot is present at a meeting of the Association, the Owner is entitled to cast the vote allocated to that Lot. If more than one of the Owners are present, the vote allocated to that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot; in the event of such protest, the vote allocated to that Lot shall not be counted.

c. Votes allocated to a Lot may be cast pursuant to a proxy duly executed by a Lot Owner. If a Lot is owned by more than one person, each Owner of the Lot may vote or register protest to the casting of votes by the other Owners of the Lot through a duly executed proxy filed with the Secretary before the appointed time of each meeting. No Lot Owner may revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy: terminates one year after its date, unless it specifies a shorter term; automatically ceases upon conveyance by the Lot Owner of his Lot; or ceases upon receipt of notice by the Secretary of State of the death or judicially declared incompetence of a Lot Owner.

d. If a Lot Owner is a corporation, any officer of such corporation may cast the vote allocated to such Lot in the absence of express notice of the designation of a specific person by the Board of Directors or By-Laws of the owning corporation. If a Lot Owner is a partnership, any general partner of such partnership may cast the vote allocated to such Lot in the absence of express notice of the designation of a specific person by the owning partnership. The person presiding over the meeting may require reasonable evidence that a person voting on behalf of a corporation or partnership is qualified to so vote.

e. No vote allocated to a Lot owned by the Association may be cast.

f. Only assessed Lots may vote, one vote per assessed Lot.

2.9 Majority of Owners. As used in these By-Laws, the term "majority" shall mean those votes of owners or other group as the context may indicate totaling more than fifty percent (50) of the total number.

2.10 Quorum. Except as otherwise provided in these By-Laws or in the Declaration, the presence at the beginning of any duly

called meeting, in person or by proxy, of twenty percent (20%) of the members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

### ARTICLE III

#### BOARD OF TRUSTEES: NUMBER, MEETINGS

3.1 Governing Body. The affairs of the Association shall be governed by a Board of Trustees (hereinafter referred to as "Board"). Members of the Board shall be Lot Owners; provided, however, that no person and his or her spouse may serve on the Board at the same time.

3.2 Number. The Board shall consist of three (3) members.

3.3 Nominations. Nominations for election to the Board shall be made by a Nominating Committee which shall consist of three (3) or more members of the Association other than members of the Board, who shall be appointed by the president of the Board not later than October 15 of each year. The Nominating Committee shall publish the names and qualifications of its nominees not less than two (2) weeks prior to the annual election. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the members and to solicit votes.

3.4 Election and Term of Office. The election of Board members shall be held at the annual meeting. Board members shall each have three (3) year terms. The terms of one-third of the members shall expire each year.

3.5 Vacancies. Vacancies in the Board caused by any reason shall be filled by a vote of the majority of the remaining members of the Board, even though less than a quorum, at any meeting of the Board unless said remaining members vote in a tie whereby a special election must be held to fill the remaining term. In the event that there is a vacancy on the Board, one member shall constitute a quorum for the purposes of conducting business until such time as the vacancy is filled. A person elected to fill a vacancy shall serve the unexpired portion of the vacated term.

3.6 Organization Meetings. The first meeting of the members of the Board following each election shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

3.7 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the

meeting may be posted at a prominent place within the Association and shall be communicated to members of the Board not less than four (4) days prior to the meeting provided, however, notice of a meeting need not be given to any member of the Board who has signed a waiver of notice or a written consent to holding of the meeting.

3.8 Special Meetings. Special meetings of the Board shall be held when called by written notice, called by the President or by a majority of the Board. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given by personal delivery, telephone or telegraph at least twenty-four (24) hours before the time set for the meeting, and may be posted at a prominent place within the Association not less than twenty-four (24) hours prior to the scheduled time of the meeting.

3.9 Waiver of Notice. The transactions of any meetings of the Board shall be as valid as though taken at a meeting duly held after regular call and notice of (a) a quorum is present and (b) either before or after the meeting each of the Board members not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

3.10 Quorum of Board. A majority of the members of the Board, present at the beginning of any Board meeting, shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board present at a meeting at which a quorum is present shall constitute the decision of the Board.

3.11 Compensation. No Board member shall receive any compensation from the Association, except that a Board member shall be entitled to reimbursement for actual and reasonable expenses incurred on behalf of the Association.

3.12 Open Meetings. All meetings of the Board shall be open to all members. The Board may designate portions of meetings for the purpose of participation by the members.

3.13 Executive Session. Meetings of the Board may be held in executive session without notice and without the requirement that they be open to Lot Owners, to discuss and vote upon personnel matters, litigation in which the Association is or may become involved, contract negotiations, enforcement actions, and orders of business in a similar nature.

3.14 Standard of Care. In the performance of their duties, the officers and members of the Board are required to exercise reasonable care.

3.15 Consent to Corporate Action. If the Trustees severally or collectively consent in writing to any action taken or to be taken by the Association, and the number of the Trustees,

constitutes a quorum for such action, such action shall be a valid corporate action as though it had been authorized at a meeting of the Board. The Secretary shall file such consents with the minutes of the meetings of the Board.

#### ARTICLE IV

##### POWERS OF THE BOARD

4.1 Authority. The Board shall be responsible for the affairs of the Association and shall have all the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are specified by the Declaration, Articles, or these By-Laws directed to be done and exercised exclusively by the members.

##### 4.2 Administrative Powers and Duties.

In addition to the powers and duties imposed by the Declaration, these By-Laws or by any resolution of the Association, the Board shall have the following powers and duties:

- a. To grant and revoke permits for use of the Common Easements;
- b. To open bank accounts on behalf of the Association and designate the signatories required;
- c. To pay the cost of all services rendered to the Association or its members and not chargeable to Owners;
- d. To keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting practices;
- e. To make available to any prospective purchaser of a Lot under contract, any Owner of a Lot, or any holder insurer or guarantor of a Security Interest on any Lot current copies of the Declaration, Articles of Incorporation, By-Laws, Rules and all other books, records and financial statements of the Association;
- f. To preserve all records for a period of three years;
- g. To permit utility suppliers to use the Common Easements reasonably necessary to the ongoing operation of the Association;
- h. To adopt management standards of performance to be followed in the preparation of financial accounts and records;
- i. To establish committees to perform such tasks and to serve for such periods as may be designated by a resolution which

shall set forth the committee's duties, powers and duration. Each committee shall operate in accordance with the terms of the Board resolution and with rules adopted by the Board.

j. To employ a management agent to perform such duties and services as the Board shall authorize, but the Board may not delegate the approval of assessments; adoption, amendment or termination of Rules; opening bank accounts or designation of signatories; and enforcement by legal means of any provision of the Trust Indentures or By-Laws.

## ARTICLE V

5.1 Designation. The officers of the Association shall be a President, Secretary and Treasurer, all of whom shall be elected by the Board. The Board may elect such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board. Any two or more offices may be held by the same person, excepting the offices of President, Secretary, and Treasurer shall be elected from among the members of the Board.

5.2 Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual election. A vacancy in any office arising because of death, resignation, removal or otherwise may be filled by the Board for the unexpired portion of the term.

5.3 Powers and Duties. The officers of the Board shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Secretary shall keep all official records and minutes of the Board and Association and provide all required notices. The Treasurer shall maintain all financial records and prepare the budget.

5.4 Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary.

5.5 Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by the President, Vice-President, and Treasurer, in such order, and certified by the Secretary or by such Officer or such person as may be designated by the resolution of the Board.

5.6 Certification of Amendments to Declaration. The President and Treasurer, in such order, shall be authorized to prepare, execute and record Amendments to the Declaration on

behalf of the Association, and the Secretary shall be authorized to certify said Amendments.

5.7 Compensation. Officer(s) shall not receive a fee from the Association but may receive reimbursement for necessary expenses actually incurred in connection with his duties.

## ARTICLE VI

### ENFORCEMENT

6.1. Abatement and Enjoinment of Violations by Lot Owners. The violation of any of the Rules and Regulations adopted by the Board, or the breach of any provision of the Documents shall give the Board the right, after notice and hearing, except in case of an emergency, in addition to any other rights set forth in these By-Laws:

(a) To enter the Lot in which or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition (except for additions or alterations of a permanent nature that may exist therein) that is existing and creating a danger to the Common Easements contrary to the intent and meaning of the provisions of the Documents, and the Board shall not thereby be deemed liable for any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings (including arbitration), either at law or in equity, the continuance of any such breach.

6.2. Penalties for Violation. By resolution following Notice and Hearing, the Board may levy a fine of up to \$25.00 per day or withdraw rights to vote, for each day that a violation of the Declarations or Rules persists after such notice and hearing, but such penalty shall not exceed that amount necessary to insure compliance with the rule or order of the Board.

## ARTICLE VII

### HEARING PROCEDURES

The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violations of rules unless and until the following procedure is followed:

7.1 Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

(a) The alleged violation;

(b) The action required to abate the violation; and



(c) A time period, not less than ten (10) days, during which the violation may be altered without further sanction, if such violation is a continuing one; or, if the violation has ceased, a statement, that any further violation of the same rule may result in the imposition of a sanction, after notice and hearing.

7.2 Notice. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Board's designated committee in executive session. The notice shall contain:

(a) The nature of the alleged violation;

(b) The time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice;

(c) An invitation to attend the hearing and produce any statement, evidence, and witness on his or her behalf; and

(d) The proposed sanction to be imposed.

7.3 Hearing. The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

## ARTICLE VIII

### MISCELLANEOUS

8.1 Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board.

8.2 Parliamentary Rules. Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Illinois law, the Articles of Incorporation, the Declaration, or these By-Laws.

8.3. Conflicts. If there are conflicts or inconsistencies between the provisions of Illinois Law (including, the General Not-For-Profit Corporation Law), Articles of Incorporation, Declaration, and these By-Laws, the provisions of Illinois Law, the Declaration, the Articles of Incorporation, and

the By-Laws (in that order) shall prevail.

8.4. Books and Records.

(a) The Association shall maintain all records appropriate for entities of similar nature in accordance with generally acceptable accounting practices.

(b) Inspection by Members.

(1) The membership register, books of account, and minutes of meetings of the members, the Board, and committees of the Association or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member of the office of the Association or at such other place as the Board shall prescribe.

(2) Rules for Inspection. The Board shall establish reasonable rules with respect to notice to be given to the custodian of the records by the member desiring to make the inspection, and payment of the cost of reproducing copies of documents requested by a member.

(3) Every member of the Board shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Board member includes the right to make extracts and copies of documents at the expense of the Association.

8.5. Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, first-class postage prepaid:

(a) If to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such owner; or

(b) If the Association, the Board, or the Manager, at the principal office of the Association, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.

ATTESTATION

We, the undersigned, being all the members of the Board of Trustees of Meadow Ridge Homeowner's Association do hereby certify that the foregoing By-Laws have been duly adopted by the members of the Association as By-Laws of said Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names this  
\_\_\_\_\_ day of \_\_\_\_\_, 1994.

MEADOW RIDGE HOMEOWNER'S ASSOCIATION

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