

**BY-LAWS OF THE
HUNT CLUB MEADOWS HOMEOWNERS' ASSOCIATION**

Adopted and Effective this 13 day of January ,2016.

**ARTICLE I
NAME OF CORPORATION**

The name of this corporation is the HUNT CLUB MEADOWS HOMEOWNERS' ASSOCIATION.

**ARTICLE II
PURPOSE AND POWERS**

2.01 Purposes. The purposes of this Association are to perform all the obligations of the Association as set forth in the Declaration, including without limitation, maintaining and administering the Maintenance Area and the facilities and improvements thereon; to promote the health, safety and welfare, and the common use and enjoyment thereof by its Members; and to exercise all the rights and powers granted the Association in the Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration.

2.02 Powers. The Association shall have and exercise all powers as are now or may hereafter be granted by the Illinois General Not-For-Profit Corporation Act of 1986 (the "Act"), the Declaration and these By-Laws, as amended from time to time.

2.03 Declaration. All terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for the HUNT CLUB MEADOWS Subdivision ("Declaration"), recorded in the Will County Recorder of Deeds as document no. R2005112035, as amended from time to time. For purposes of these Bylaws the term "Lot" exclude Lots falling within the Conservation Area (i.e. Lots 7a, 10, 15, A and B).

**ARTICLE III
OFFICES**

3.01 Registered Office. The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within the State of Illinois as the Board may from time to time determine.

3.02 Principal Office. The Association's principal office shall be maintained on the Subdivision or at the office of a managing agent engaged by the Association or at such other place as the Board may determine.

ARTICLE IV

MEMBERS

4.01 Membership. There shall be one class of membership in the Association, which shall consist of Owners. Members shall not be Voting Members entitled to vote until the first meeting of Members at or following the Turnover Date. Thereafter, Members shall have one vote for each Lot they own. When more than one Person owns any Lot, all such persons shall constitute one member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

4.02 Voting. There shall be one voting Member per Lot. Such Voting Member shall be the Owner or one of the group composed of all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board. Voting by the Member shall be on a one vote per Lot basis. The Developer shall exercise the voting rights with respect to any Lot owned by the Declarant or the Developer. Anything to the contrary notwithstanding, any Member who is delinquent in the payment of assessments or other charges due the Association shall not be qualified to vote on any particular matter coming before the Members for a vote until such time as such assessments and charges are paid in full. Delinquent owner accounts shall be reduced from the total count of voting members.

4.03 Initial meeting/annual meeting. The initial meeting of the members of the Association shall be held upon not more than thirty (30) days after the Turnover Date, as defined in the Declaration. Thereafter, there shall be an annual meeting of the Members on the first Wednesday of March following such initial meeting, and on approximately the second Wednesday of January of each succeeding year thereafter, at 7:00 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice from the Board delivered to the Voting Members.

4.04 Regular Meetings. Meetings of the Members shall be held at the Subdivision or at such other place, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of Voting Members of the Association having one-fourth (25%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of Voting Members having a majority of the total votes present at such meeting in person or by proxy. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. If the required quorum is still not present at the next meeting the procedure of calling another meeting and reducing the quorum to one-half (½) of what was required at the prior called meeting shall be continued until a quorum is obtained. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting. If a quorum is not achieved at a meeting, the Board has the option to do a mail-in (or email) vote, rather than hold a subsequent meeting.

4.05 Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of the Voting Members or for any other reasonable purpose. Said meeting shall be called by written notice, and authorized by either the President, a majority of the members of the Board, or by at least 25% of the Voting Members of the Association. Quorum and voting requirements shall be the same as for Regular Meetings, unless otherwise provided herein.

4.06 Notices. Written notice of all annual and special meetings of the Members shall be delivered not less than ten (10) days prior to the date of any such meeting. All notices shall include the time, place and purpose of such meeting. However any Member may waive notice by signing written consent to the convening of a meeting of the Members without the notice required hereunder.

ARTICLE V **BOARD OF DIRECTORS**

5.01 Board. The Board of Directors is referred to in the Declaration and in these By-laws as the "Board". The direction and administration of the Association shall be vested in the Board. Prior to the election of the First Board, the Board shall be comprised of three (3) persons who shall be appointed by the Developer, who shall serve such terms as are determined by the Developer until the Election of the First Board. After the Election of the First Board, the Board shall consist of at least three (3) persons who shall be elected by the Members, up to a maximum of five (5) Board members. After the Election of the First Board, each elected member of the Board shall be one of the Owners; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then a designee of any officer or director of such corporation, partner of such partnership, beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board. To be eligible to be a Board member, the owner must not have any past due balances owed to the Association. Members of the Board shall receive no compensation for their services, but shall be entitled to reimbursement for receipted costs expended or advanced on behalf of the Association. Professional services provided by Board members can be compensated, if pre-approved by the majority of the Board members.

5.02 Election/Term of Office. At the initial meeting at or following the Turnover Date, the members of the Association shall elect a First Board. The candidate receiving the most votes at the initial meeting of Members shall serve for a term of two years and the other two elected Members of the Board shall serve for a term of one (1) year. Thereafter, an election for the office of any Board Member whose term has expired shall be held at the next annual meeting of Members and term shall last for two (2) years. Each Member of the Board shall serve until his/her successor is duly elected and qualified. Any member of the Board may be elected to succeed himself or herself. In all elections for members of the Board, each Voting Member shall be entitled to one (1) vote 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. Vacancies on the Board, including vacancies due to any increases in the number of persons on the Board or removal of a

Board member, shall be filled by election by the Voting Members present at the next annual meeting or a special meeting of the Voting Members called for such purpose.

5.03 Officers. The Board shall annually elect from among its members a **PRESIDENT** who shall preside over both its meetings and those of the Members and who shall be the chief executive officer of the Association and who shall execute all amendments to the Declaration, and these By-laws as provided in such instruments; a **SECRETARY** who shall keep the minutes of all meetings of the Board and of the Members and who shall, in general, perform all the duties incident to the office of Secretary including the mailing and receiving of all notices permitted or required under the Declaration and these By-laws, which are executed by the President as provided above; and a **TREASURER** who shall keep the financial records and books of account; and such additional officers as the Board shall see fit to elect. Any vacancy in any office may be filled by the Board at any regular or special meeting of the Board. Any officer elected may be removed from office by affirmative vote of not less than two-thirds (2/3) of the Board. Thereafter, a successor may be elected by the Board at the same meeting or any subsequent meeting of the Board called for that purpose. The officers shall serve without compensation, but shall be entitled to reimbursement for costs expended or advanced on behalf of the Association (or for specific professional services, as stated in section 5.01, if applicable).

5.04 Meetings. After the initial meeting of the First Board, regular meetings of the Board shall be held not less than semi-annually (not including the annual homeowners meeting), one of which shall be within ninety (90) days following the annual meeting of the members of the Association. Special meetings of the Board shall be held upon a call either by (I) the President or (ii) a majority of the members of the Board. Notice of each regular and special meeting of the Board, setting forth the date, time, place and purpose of the meeting, shall be mailed or delivered to each member of the Board at least forty-eight (48) hours prior to such meeting, unless a waiver of written notice is signed by the person or persons entitled to such notice before the meeting is convened. In addition, each Voting Member of the Association shall be given notice, in the same manner as that provided in Paragraph 4.06 hereof for the semi-annual meetings of the Board, of any meeting of the Board concerning the adoption of the Annual Budget (as hereinafter defined) or any increase or establishment of assessments for Common Expenses. After the Turnover Date, and not before, all meetings of the Board shall be open to any Member except the Board may, at its discretion, close meetings to the extent they involve discussion of threatened or pending litigation involving an Owner and the Board deems that the opening of such meeting would not be in the best interests of the Association. A majority of the total number of members of the Board shall constitute a quorum at any meeting of the Board. Except as otherwise provided in the Declaration or these By-laws, the Board shall act by majority vote of those present at a meeting at which quorum exists.

5.05 Removal. After the Turnover Date, 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 in the Association, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member so removed may be elected by the members of the Association at the same meeting or any subsequent meeting of the members of the Association called for that purpose.

5.06 Signatures. All agreements, contracts, authorizations for payment of expenditures, deeds, easements, grants and other instruments shall be approved and 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 approved and signed by the President and attested or countersigned by the Treasurer of the Association.

5.07 Powers and Duties. In addition to the powers and duties provided for in the Declaration, the Board shall have the following powers and duties to the extent they are not inconsistent with those provided in the Declaration or elsewhere in these By-laws:

(a) to adopt and/or alter administrative Rules and Regulations, with written notice thereof to all Owners or via posting on the Association website, governing (i) the administration, management, maintenance, operation, use, conservation and beautification of the Subdivision and (ii) procedures for voting at meetings of Members; and,

(b) to organize committees, including board membership and nominating committees.

5.08 Expenditures of Association Assessment Funds. Annual budgets are to be approved by all Board members. This budget should outline the planned/estimated expenditures of the Association for the following calendar year. Once approved, expenditures against these budget item categories do not need singular approval. Expenditures on a budget line item that exceed 20% beyond the original line item amount are to be approved by a majority of the Board members. Expenditures for new budget line items that are over 2% of the annual budget are to be approved by a majority of the Board members. If overages on original line items and new line item amounts totaled are more than 10% of the annual budget amount, this must be approved by all Board members before additional expenditures are incurred.

ARTICLE VI
ASSESSMENTS

6.01 Assessments shall be governed by Article VII of the Declaration.

ARTICLE VII
RESERVED

ARTICLE VIII
AMENDMENTS

8.01 Amendments. These Bylaws may be amended from time to time by action or approval solely by a majority vote of the members of the Board. An amendment to the Bylaws may, but need not be, recorded in the office of the Will County Recorder of Deeds.

ARTICLE IX
CONFLICT BETWEEN DECLARATION AND BY-LAWS

9.01 In the event of any conflict between provisions of these By-Laws and a provision of the Declaration, the provision of the Declaration shall control. Any provision required by the Act to be contained in the Articles of Incorporation or Bylaws of the Association and which is instead actually contained in the Declaration shall be deemed incorporated in these Bylaws for purposes of the Act.

ARTICLE X
CORPORATE SEAL

10.01 The Association may have a seal in circular form having within its circumference the words: Corporate Seal/Illinois.

ARTICLE XI
FISCAL YEAR

11.01 Unless the Board adopts a resolution to the contrary, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

The Hunt Club Meadows Homeowners' Association hereby adopts the foregoing By-Laws this
__13th__ day of __January_____, 2016.

____Carol Lindee_____01/13/2016_____
President Dated

____David Looyenga_____01/13/2016_____
Vice President Dated

____Tiffany Motto_____01/13/2016_____
Treasurer Dated

____Sandra Savickas_____01/13/2016_____
Secretary Dated

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