

COUNTRY RIDGE HOMEOWNERS
ASSOCIATION RESTATED BYLAWS
December 2007

The administration of the Country Ridge Homeowners Association (hereafter "Association"), an Illinois Not-for-Profit Corporation, shall be governed by the following bylaws:

ARTICLE I

Membership

Section I: Qualifications; Every person or entity who is a record owner of a lot in Country Ridge Subdivision or who is the beneficiary of a land trust holding title to a lot in the subdivision shall be a member of the Country Ridge Homeowners Association. Ownership of a lot shall be the sole qualification for membership. Additional property owners may become members of the Association as may be provided in the Owner's Declaration of Covenants and Restriction. If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in Country Ridge Subdivision, all such persons or entities shall be members.

Section 2: Members: A member shall have no vested right, interest or privilege of, in, or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing. The membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a lot in Country Ridge Subdivision at which time the new owner shall automatically become a member of the Country Ridge Subdivision Homeowners Association. Each member of the Association shall be bound by and shall observe the terms and provisions of the covenants and restrictions of Country Ridge Subdivision, the bylaws of the Country Ridge Homeowners Association and the rules and regulations promulgated from time to time by the Association or its Board of Directors. No member shall have the right or power to disclaim, terminate, or withdraw from his membership in the Country Ridge Homeowners Association or nom any of his obligations as such member by abandonment of his residence or for any other reason.

Section 3: Voting Rights: Each lot in the Country Ridge Subdivision shall be entitled to one vote, which may be cast, either in person or by proxy, by the owner of such lot. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in Country Ridge Subdivision, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any one lot. A lot owner may vote by written proxy, such proxy being invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of execution thereof.

Section 4: Suspension of Voting Rights: The Country Ridge Homeowners Association shall have the right to suspend the voting rights of any member for any period during which an assessment levied by the Association against the member's lot is delinquent, upon the member's violation of the covenants and restrictions of the Country Ridge Subdivision, or upon the member's violation of any bylaws of the Country Ridge Homeowners Association. Any voting rights so suspended shall remain suspended until the unpaid assessments are paid in full or until the violation of the covenants and restrictions and/or the bylaws are cured. The notification of the suspension of voting rights, as well as their reinstatement, shall be made by a Board representative in writing.

ARTICLE II

Meetings of Members

Section 1: Annual Meetings: There shall be an annual meeting of the members of the Association, at such place as may be designated, during the fourth quarter of the year, but no later than November 30th for the election of Directors for the following even numbered years

and for the transaction of such business as may come before the meeting. Written notice of the Annual Meeting stating the date, place and the hour of the meeting shall be distributed by the Board of Directors or a representative designated by the Board not less than one month nor more than 45 days prior to the meeting.

Section 2: Special Meetings: Special meetings of the members shall be held whenever called by the Board of Directors or by the voting members having, in the aggregate, not less than twenty-five percent (25%) of the total votes of the Country Ridge Homeowners Association. Notice of each special meeting, stating the time, place, and in general terms the purpose or purposes thereof, shall be sent by mail to the last known address of all members at least one month prior to the meeting.

Section 3: Quorum: The presence in person or by written proxy at any meeting of the voting members having fifty percent (50%) of the total votes of the Country Ridge Homeowners Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act or the Articles of Incorporation of the Association, 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. The sole exception shall be during the Annual Meeting, at which time thirty percent (30%) of the total votes of the Country Ridge Homeowners Association shall constitute a quorum for the purpose of electing officers.

ARTICLE III

Board of Directors

Section 1; Number of Directors: The business and affairs of the Association shall be managed by a Board of Directors which shall consist of not less than five (5) persons, nor more than 10 persons. The number of Directors shall be fixed by the Board of Directors. All of the Board shall consist of members of the Association.

Section 2: Powers and Duties: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and activities as are not, by law or these bylaws, directed to be exercised and done by the members.

Section 3: Other Duties: In addition to duties imposed by these bylaws, the Articles of Incorporation of the Association, or by resolution of the Association, the Board of Directors shall be responsible for the following:

(A) The overseeing of care and upkeep of the Subdivision, including the common areas and facilities, to the extent the same is not performed by members or the Park District or Forest Preserve.

(B) Levying and collection of the annual assessments and any special assessments hereinafter provided for from the members.

(C) Designation and dismissal of personnel necessary for the accomplishment of the purposes of the Association.

(D) Expenditure of funds in accordance with the annual budget and amendments thereto.

(E) To provide for architectural control of any improvements constructed or to be constructed upon the lots and common properties in the subdivision that are incorporated into the Association.

(F) To enforce any and all covenants, restrictions and agreements applicable to lots within the subdivision and to adopt, amend, and enforce rules and regulations.

Nothing herein shall be construed to impose any duty upon the Board of Directors collectively or individually to provide supervision, life-safety protection or life guard service over the lakes, sewers, streams or waterways of Country Ridge Subdivision; the Board of Directors acting in their representative capacity shall have no duty to any member of the Association, their family members and guests of surveillance of the Subdivision or any activity or condition conducted, or located, therein. These duties are not intended to make said Board of Directors or any member thereof an insurer or

guarantor of the safety of the person or property of any member or guest located in or upon the grounds or facilities of Country Ridge Subdivision. Further, nothing herein shall impose any duty upon the Board of Directors to provide care, upkeep or maintenance upon any real property or improvement upon real property owned by any member of the Association which is not located upon the common areas of the Subdivision.

Section 4: Executive Committee: The executive committee shall have all the powers of the Board of Directors between meetings, regular or special. The President of the Association shall be a member of, and shall be chairman of, the Executive Committee. The remaining executive officers (Vice President, Treasurer, and Secretary) shall be its membership.

Section 5: Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 6: Special Meetings: Special meetings of the Board may be called by the President or by three (3) members of the Board for any time and place, provided not less than two days' notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 7: Quorum: The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of a regular or special meeting, although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 8: Order of Business: The Board of Directors may from time to time determine the order of business at its meetings.

Section 9: Chairman: At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a chairman chosen by the Directors present, shall preside.

Section 10: Terms of Members of the Board: The Board of Directors shall serve a term of two years or until their replacements are elected at the even numbered years annual meeting of the members of the Association.

Section 11: Compensation: Members of the Board shall receive no compensation for their services.

Section 12: Consent: Unless specifically prohibited by the Articles of Incorporation or bylaws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

Section 13: Annual Report: The Board of Directors, after the close of the fiscal year, shall make available, no later than January 31st, to the members a report on the activities of the Association and shall submit an accounting of the financial transactions of the past year and a proposed budget for the ensuing year.

Section 14: Vacancies in the Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association, or a designated representative or representatives of said member, to serve the unexpired term of the vacancy. If any Director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

ARTICLE IV

Officers

Section 1: Executive Officers: The Executive Officers of the Association shall include a President, a Vice President, a Secretary, and a Treasurer. All officers shall be elected bi-annually by the Board of Directors and they shall take office immediately after election. They shall be members of the Association.

Section 2: The President: Subject to the direction of the Board of Directors, the president shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned to him by the Board. The President shall be an ex officio member of all committees.

Section 3: The Vice President: The Vice President shall have such powers and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4: The Secretary: The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the annual meetings and special meetings of the members, as well as the corporate seal and special books and papers as the Board may direct, and shall in general perform all duties incident to the office of the Secretary, subject to the control of the Board of Directors and the President; further, the Secretary shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5: The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds and securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. The Board shall secure a bond for the Treasurer, for the faithful discharge of his duties in such sum as the Board may require.

Section 6: Subordinate Officers: The President, with the approval of the Board of Directors, may appoint such other officers, agents and committee chairman as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 7: Committees: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees shall have such authority and perform such duties as from time to time may be prescribed by the Board. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

The Country Ridge Subdivision Architectural Committee shall not be subject to control of the Country Ridge Homeowners Association and shall operate independently of these bylaws, in accordance with the covenants and restrictions for Country Ridge Subdivision.

The Country Ridge Property Improvement Committee shall have the authority to enforce the covenants and restrictions for the Country Ridge Subdivision. The Property Improvement Committee shall approve any and all structure and/or lot modifications required by the covenants and restrictions for the Country Ridge Subdivision and as governed by these bylaws. Structure and lot modifications shall mean changes to existing lots and structures thereon for properties included in the Country Ridge Homeowners Association from the date these bylaws are ratified by the Executive Committee.

ARTICLE V

Loss of Property

Section 1: The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any members or visitors, or other

person.

ARTICLE VI

Maintenance and Special Assessments

Section I: Creation of Assessments: The Board of Directors of Country Ridge Homeowners Association shall have the right and power to subject the property situated in all phases of Country Ridge Subdivision, except public streets, ways and parks, to an annual maintenance assessment and to special assessments. Commencing January 31, 2008 and on each year thereafter, each owner of lots in Country Ridge Subdivision shall be assessed an annual maintenance charge of **\$100.00** against his lot or Lots, and such annual maintenance assessment shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. The assessment charge shall be payable to Country Ridge Homeowners Association and will be delinquent when not paid within 30 days after it becomes due (the assessment date).

The annual maintenance assessment may be adjusted from year to year by the Board of Directors of Country Ridge Homeowners Association as the needs of the common areas in its judgment may require, but in no event shall the assessment in any year for any one lot exceed the sum of one hundred dollars, unless changed by a vote of the membership at an annual or special meeting called for that purpose.

Section 2: Special Assessments: Special assessments may be levied by the Board of Directors, upon notice, to pay for capital improvements authorized by the members or to supplement any reserve established by the annual maintenance assessment. A capital improvement shall be defined as any structure, feature, or component developed as a new, permanent improvement to the Country Ridge Subdivision's real property that adds to its value and useful life, but which is not required to maintain the existing property in a condition that preserves its function, aesthetics, and immediate and surrounding property values.

Special assessment decisions must be announced by the Board 60 days prior to expenditure. Upon the decision announcement, the Board will automatically call a special meeting at which a vote approving or declining the Board's decision shall be made. A quorum of homeowners (in person or by written proxy, mailed by the Board with sufficient time for return by post) shall be required to carry the vote.

The special assessment charge shall be payable to Country Ridge Homeowners Association and will be delinquent when not paid within 30 days after it becomes due (the assessment date).

Section 2.1: Other Special Assessments: The Board shall levy fines for non-compliance with covenants, restrictions, and agreements, and bylaws of the Association. Pursuant to the enforcement of covenants, restrictions, and agreements, the procedure shall be as follows: two verbal requests by the Board of Directors for correction shall be issued, followed by a written request for correction from the Board. At the issuing of the written request, a date shall be set when the levying of a \$25/per day/per occurrence fine will commence. This fine shall remain in force until the noted violation has been satisfactorily corrected. Failure to pay an accrued fine shall result in a lien being placed upon the property until such time as the violation has been corrected and/or the fine has been collected.

Section 3: Use of Maintenance Assessments: The maintenance fund may be used:

(A) For lighting, improving and maintaining the street island and median areas, the common area easements, including any lake and dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in such subdivision;

(B) For operating and maintaining any storm-water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the City, or State, or drainage district;

(C) For doing any other things necessary or desirable. in the opinion of the Board of Directors, to keep the property commons neat and in good order and which, in the opinion of the Board of Directors, may be of general benefit to the owners or occupants on the land included in such subdivision;

(D) For the administrative operations of the Country Ridge Homeowners' Association. These shall include paid administrative support, mailing, and other clerical necessities as well as paid expert advice (such as legal, engineering). Such expenses shall be kept to the minimum possible.

Section 4: Creation of Lien and Personal Obligation of Assessments: Country Ridge Homeowners Association shall have a continuing lien on each lot in Country Ridge Subdivision to secure the payment of maintenance or special assessments due and to become due, and the record owners of such lots shall be personally liable for all maintenance or special assessments. Upon reasonable demand, the Country Ridge Homeowners Association shall furnish to any owner or mortgagee or person interested a statement showing the amount of any unpaid assessment charges against any lot or lots.

Section 5: Non-payment of Assessments: If any regular maintenance or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees, whether or not litigation ensues, as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land, which shall bind upon property in the hands of the owner, his grantees, heirs, devisees, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for an enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the Trustee shall not have any personal liability for the assessment, but all beneficiaries of the Trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an assignment of rents held by a mortgagee delivered in connection with the first mortgage loan to purchase the property.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate equal to 15% per annum and the Association may bring an action at law against the owner personally obligated to pay same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing the filing the complaint and maintaining and concluding such action, including the costs of the title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action.

Any form of payment for an assessment presented to the Association by the property owner that is not honored by a bank or other financial shall result in additional fee to the property owner of \$40.00.

The venue for all legal actions shall be in Champaign County, Illinois. The persons in possession shall be authorized to accept the summons for the owners of the lot.

No owner may waive or otherwise escape liability for the assessments provided for herein for any reason. In the event that title to any lot is conveyed to a land trust, upon the demand of the Country Ridge Homeowners Association, the member beneficiaries of the owner land trust hereby authorize the Trustee to furnish the Association with a certified copy of the trust agreement and any amendments thereto, so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

ARTICLE VII

Lakes and Commons Regulations

Section 1: The lakes shall serve as private lakes for the use of lot owners whose lot abuts the lake until a Lake Association is formed and at that time the lakes shall be private lakes for Lake Association members.

Section 2: Common Area Activities:

The use of any motorized recreational riding vehicles on the lakes' commons, or on any commons, is prohibited. Such vehicles include snowmobiles, ATVs, and dirt bikes.

Homeowners must obtain Architectural Committee or Property Improvement Committee approval to allow service vehicles to access their property via any commons area. Any turf or other damage that results must be restored to original condition at the homeowners' expense within 30 days of work completion.

Section 3: Authority of the Board: The Board of Directors shall have the right and power to issue additional rules and regulations implementing the guidelines set forth herein for the governing the use of the commons.

ARTICLE VIII

Notice

Section I; Notice: Whenever, according to these bylaws, a notice shall be required to be given to any member or director, *it* shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Champaign County, Illinois, in a postpaid sealed envelope, addressed to such member or Director at his address as the same appears on the books of the Association, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Alternatively, notice to the membership at large may be served by means of the Association newsletter, distributed in accordance with any advance notification requirements.

Section 2: Waiver of Notice: Whenever any notice is required to be given under the provisions of these bylaws or under the provisions of the Articles of Incorporation or under the provisions of the Illinois General Not-For-Profit Corporation Act, 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.

ARTICLE IX

Amendments

Section 1: Amendments by the Directors and Members: Amendments to these bylaws may be proposed by the Board of Directors by a two-thirds (2/3) vote of those Board Members present and voting at a duly constituted meeting. Following such proposal, these bylaws may, at any duly constituted Annual or Special Meeting of the Membership, be amended by changing, suspending, supplementing or repealing the same, by a majority of the total number of votes of the Country Ridge Homeowners Association represented in person or by proxy, but only if notice of a vote upon such proposed amendment has been distributed to the voting Members at least 30 days prior to such meeting.

Section 2: Amendments by Directors: These bylaws may also, except for this Section 2 of Article IX, be amended by changing, altering, suspending, supplementing or repealing the same at any duly constituted regular or special meeting of the Board of Directors, by a two-thirds (2/3) vote of the entire Board of Directors, provided that any amendment of these bylaws by the Board of Directors shall be subject to rescission by a majority vote of the voting Members, and the Board of Directors shall not have any power to re-adopt any amendment previously adopted by the Board of Directors which may have been rescinded by the Membership.

These bylaws were revised by unanimous Board vote on December 11, 2007.

In Accordance with (805 ILCS 105/102.25) and Country Ridge Home Owners Association Bylaws Article III Section 12: Country Ridge Home Owners Association Bylaws are hereby amended to read the following:

ARTICLE II
Meetings of Members

Section 3: Quorum: The presence in person or by written proxy at any meeting of the voting members having ~~fifty percent (50)~~ **twenty percent (20%)** of the total votes of the Country Ridge Homeowners Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act or the Articles of Incorporation of the Association, 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. ~~The sole exception shall be during the Annual Meeting, at which time thirty percent (30%) of the total votes of the Country Ridge Homeowners Association shall constitute a quorum for the purpose of electing officers.~~

Country Ridge Home Owners Association Board of Directors:

x <u>David L Price</u>	x <u></u>
x <u></u>	x _____
x <u>Cindy Busick</u>	x _____
x <u>Frank ...</u>	x _____
x <u></u>	x _____
x <u></u>	x _____
x <u></u>	x _____

(805 ILCS 105/102.25) (From Ch. 32, par. 102.25)

Sec. 102.25. Bylaws. The initial bylaws of a corporation shall be adopted by its board of directors. **The power to alter, amend or repeal the bylaws or adopt new bylaws shall be vested in the board of directors unless otherwise provided in the articles of incorporation or the bylaws.** The bylaws may contain any provisions for the regulation and management of the affairs of a corporation not inconsistent with law or the articles of incorporation.

(Source: P.A. 84-1423.)

Country Ridge Home Owners Association Bylaws

ARTICLE III

Board of Directors

Section 12: Consent: **Unless specifically prohibited by the Articles of Incorporation or bylaws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if a consent in voting, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof, or by all members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.**

Country Ridge Home Owners Association Bylaws

ARTICLE II

Meetings of Members

Section 3: Quorum: *The presence in person or by written proxy at any meeting of the voting members having fifty percent (50%) of the total votes of the Country Ridge Homeowners Association shall constitute a quorum for the transaction of business.* Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act or the Articles of Incorporation of the Association, 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. *The sole exception shall be during the Annual Meeting, at which time thirty percent (30%) of the total votes of the Country Ridge Homeowners Association shall constitute a quorum for the purpose of electing officers.*