

**BYLAWS FOR  
STONEBRIDGE HOMEOWNERS ASSOCIATION  
an Illinois Not-for-Profit Corporation**

**ARTICLE ONE  
Name of Corporation**

1.01 **NAME:** The name of this corporation is Stonebridge HOA (the "Association").

**ARTICLE TWO  
Purpose and Powers**

2.01 **PURPOSES:** The purposes of this Association are to act on behalf of its members collectively, as their governing body with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation, and administration of the Premises, Added Premises, Common Area, and Added Common Area and for the promotion of the recreation, health, safety, and welfare of the members of the Association, all on a not-for-profit basis, subject to the Declaration for Stonebridge Homeowners Association and any supplements thereto (collectively, the "Declaration"). These Bylaws are attached as Exhibit C to the Supplemental Declaration for Stonebridge Homeowners Association. All terms used herein shall have the meanings set forth in the Declaration.

2.02 **POWERS:** The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois (the "Act"), the Common Interest Community Association Act, the Declaration, and these Bylaws.

2.03 **PERSONAL APPLICATION:** All present or future Owners or Residents and their agents and employees, and any other person that might use the Premises and Added Premises in any manner, shall be subject to the provisions of the Declaration and these Bylaws. The acquisition or rental of a Lot or the act of occupancy of a Home on a Lot will signify that the Declaration and these Bylaws are accepted and ratified and will be complied with.

2.04 **INCORPORATION OF PROVISIONS OF THE ACT:** These Bylaws shall be deemed to incorporate and include any provisions that are specifically required by the Act from time to time to be included in the Bylaws.

**ARTICLE THREE  
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 or without the State of Illinois as the Board may from time to time determine.

**ARTICLE FOUR  
Meetings of Members**

4.01 **VOTING RIGHTS:** The Association shall have one class of membership. There shall be one individual with respect to each Lot Owner who shall be entitled to vote at any

meeting of the Owners (the "Voting Member"). If the Owner of a Lot is one individual, then such individual shall be the Voting Member. If the record ownership of a Lot shall be in more than one individual or if the Owner is a trustee, corporation, partnership, or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Managers, and if, in the case of multiple individual Owners, no designation is given, then the Managers may, at its election, recognize an individual Owner of the Lot as the Voting Member for such Lot. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his or her duly authorized attorney-in-fact and filed with the Secretary before the meeting. No proxy shall be valid after 11 months from the date of its execution. Each Voting Member shall have one vote for each Lot that he or she represents. No Voting Member may present more than one (1) proxy at any time.

4.02 PLACE OF MEETING/QUORUM: Meetings of the Owners shall be held on the Premises or Added Premises or at such other place in the County in which the Premises or Added Premises is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Robert's Rules of Order, as from time to time published. Voting Members holding twenty percent (20%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted on by the Voting Members, unless a greater proportion is required by the Act, the Declaration, or these Bylaws. The affirmative vote of seventy-five percent (75%) of the votes entitled to be cast shall be required for the following actions: (a) merger or consolidation of the Association; and (b) sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all, of the property and assets of the Association. The affirmative vote of seventy-five percent (75%) of the votes entitled to be cast shall be required for the purchase or sale of land or of Premises or Added Premises on behalf of all Owners.

4.03 ANNUAL MEETINGS: There shall be an annual meeting of the Owners on the second Tuesday of October of each year at 7:00 p.m., or at such other time and/or date as shall be designated by the Board.

4.04 SPECIAL MEETINGS: Special meetings of the Owners may be called at any time for the purpose of considering matters that, by the terms of the Declaration, require the approval of all or some of the Voting Members or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board, or by Voting Members representing at least twenty-five percent (25%) of the votes.

4.05 NOTICE OF MEMBERSHIP MEETINGS: Written notice of any membership meeting shall be mailed or personally delivered, giving Owners not less than five (5) nor more than forty (40) days' notice of the time, place, and purpose of the meeting.

## ARTICLE FIVE Board of Managers

5.01 IN GENERAL: The affairs of the Association and the direction and administration of the property shall be vested in the Board, which shall consist of six (6) persons

(the "Managers"). The Board shall have all of the powers granted to it under the Declaration, these Bylaws, and the Act.

5.02 **ELECTION**: At each election for members of the Board, each Voting Member for each Lot that he or she represents shall be entitled to the number of votes equal to the number of Managers to be elected, and cumulative voting shall be permitted; provided that a resident who is a contract purchaser of a Lot from a contract seller other than the Declarant shall have the right to vote for Managers unless such contract seller expressly retains such right in writing. At the first annual meeting of the Owners after these Bylaws become effective, a full Board of Managers shall be elected, and the three (3) candidates receiving the highest number of votes shall each be elected to a three-year term, and the three (3) candidates receiving the next highest number of votes shall each be elected to a two-year term. At each subsequent annual meeting Managers shall be elected to replace those Managers whose terms expire, and each such Manager shall serve a two-year term. Each Manager shall serve until his or her term expires or is terminated or until his or her successor shall have been elected and qualified. A Manager may succeed himself or herself in office.

5.03 **ANNUAL MEETINGS**: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such time and place as shall be fixed by the Managers at the annual meeting of the Owners, for the purpose of electing officers and such other purposes as the Board deems appropriate.

5.04 **REGULAR MEETINGS**: Regular meetings of the Board shall be held on such date, time, and place as shall be determined by resolution at the annual meeting, without further notice, or from time to time by a majority of the Managers; provided that not less than four (4) such meetings shall be held during each fiscal year.

5.05 **SPECIAL MEETINGS**: Special meetings of the Board may be called by the President or by at least two (2) of the Managers then serving.

5.06 **NOTICE OF BOARD MEETINGS**: Notice of each meeting of the Board shall be mailed or personally delivered to each Manager at least forty-eight (48) hours prior to the meeting, and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these Bylaws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

5.07 **OPEN MEETINGS**: Each meeting of the Board, to the extent required by law, shall be open to any Owner, and, if required under the Act, notice of such meeting shall be mailed or personally delivered, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings, and Owners who do not comply with such rules may be removed from the meeting.

5.08 **QUORUM**: A majority of the Managers serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Managers present at a meeting at which a quorum is present.

**5.09 COMPENSATION/REIMBURSEMENT FOR EXPENSES:** No Manager shall be compensated by the Association for services rendered to the Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Manager shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Manager.

**5.10 REMOVAL OR RESIGNATION OF MANAGER:** Any Manager may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Manager whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Manager may resign at any time by submitting his or her written resignation to the Board. Any Manager may be removed by agreement between all of the remaining Managers if he or she misses three (3) consecutive meetings without good cause shown. If a Manager ceases to be an Owner or a Voting Member, he or she shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Manager who resigns or is removed may be appointed by a majority of all of the remaining Managers at any regular meeting or at any special meeting called for such purpose, and any successor so appointed shall serve the balance of his or her predecessor's term.

**5.11 POWERS AND DUTIES OF THE BOARD:** The Board shall have all of the powers and duties granted to it or imposed on it by the Act, the Declaration, and these Bylaws, including, without limitation, the following powers and duties:

(a) To engage the services of a manager or managing agent to assist the Association in performing and providing such services as the Association is required to provide to its members under the Declaration;

(b) To provide for the designation, hiring, and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Association;

(c) To provide for any maintenance, repair, alteration, addition, improvement, or replacement of the common elements for which the Association is responsible under the Declaration and these Bylaws;

(d) To estimate and provide each Owner with an annual budget as provided for in the Declaration;

(e) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;

(f) To pay the common expenses;

(g) To adopt rules and regulations as provided in the Declaration;

(h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these Bylaws;

(i) To own, convey, encumber, lease, or otherwise deal with Premises or Added Premises or other real property conveyed to or purchased by the Association; and

(j) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Premises and Added Premises.

## ARTICLE SIX

### Officers

6.01 **OFFICERS**: The officers of the Association shall be a President, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Secretary, and Treasurer shall be Managers. The Board may appoint a Recording Secretary for purposes of taking minutes of the Board and Owners' meetings, who need not be either a Manager or an Owner.

6.02 **VACANCY OF OFFICE**: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Managers in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 **POWERS OF OFFICERS**: The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois not-for-profit corporation, including, without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these Bylaws, as provided for in the Act, the Declaration, and these Bylaws;

(b) The Secretary shall keep minutes of all meetings of the Owners and of the Board; shall have charge of such other books, papers, and documents as the Board may prescribe; and shall be responsible for giving and receiving all notices to be given to or by the Association under the Act, the Declaration, or these Bylaws; and

(c) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association's books of account kept for such purpose and shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

6.04 **OFFICERS' COMPENSATION**: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

**ARTICLE SEVEN**  
**Committees Designated by Board**

7.01 **BOARD COMMITTEES**: The Board, by resolution adopted by a majority of the Managers in office, may designate one or more committees, each of which shall consist of two (2) or more Managers, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Manager, of any responsibility imposed on it or him or her by law.

7.02 **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 Managers present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, the members of each such committee shall be Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

7.03 **TERM**: Each member of a committee shall continue as such until the next annual meeting of the Board and until his or her successor is appointed, unless the committee shall be sooner terminated, unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 **CHAIRPERSON**: One member of each committee shall be appointed chairperson.

7.05 **VACANCIES**: Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

7.06 **QUORUM**: Unless otherwise provided in the resolution of the Board designating 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.

7.07 **RULES**: Each committee may adopt rules for its own government not inconsistent with the Declaration, these Bylaws, or rules adopted by the Board.

**ARTICLE EIGHT**  
**Instruments, Checks, Deposits, and Funds**

8.01 **EXECUTION OF INSTRUMENTS**: The Board may authorize any officer(s) or agent(s) of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these Bylaws that must be executed by the Association) in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President and attested to by the Secretary of the Association.

8.02 **PAYMENTS**: All checks, drafts, vouchers, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Association shall be signed by such officer(s) or agent(s) of the Association, and in such manner, as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President of the Association.

8.03 **BANK ACCOUNTS**: All funds of the Association 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 shall elect.

8.04 **SPECIAL RECEIPTS**: The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

#### **ARTICLE NINE** **Fiscal Management**

9.01 **FISCAL YEAR**: The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

9.02 **ANNUAL STATEMENT**: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the common expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the common expenses were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the annual assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 **ASSESSMENT PROCEDURE**: Annual assessments and special assessments shall be made and collected as provided in Article Six and Article Seven of the Declaration, and the provisions of Article Six and Article Seven are incorporated herein by reference.

#### **ARTICLE TEN** **Books and Records**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his or her agent, mortgagee, or attorney, for any proper purpose at any reasonable time.

#### **ARTICLE ELEVEN** **Seal**

The Board may provide for a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois."

ARTICLE TWELVE  
Amendments

These Bylaws may be amended or modified at any time, or from time to time in the same manner as provided in Article Ten of the Declaration; provided that no provision of these Bylaws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. No amendment to these Bylaws shall become effective until recorded.

Stonebridge Homeowners Association

By: 

Its: DIRECTOR