

(14)

25  
Auk

SANGAMON COUNTY  
ILLINOIS

97-15932

97 APR 29 PM 4: 02

*Mary Ann Sammel*  
RECORDER

Do Not Write In This Space  
(For Recorder Use Only)

**STATE OF ILLINOIS  
COUNTY OF SANGAMON**

**AFFIDAVIT**

I, **BRUCE BAGG**, am President of the Chapel Hill Homeowner's Association and hereby certify that the Amended Bylaws of the Chapel Hill Homeowner's Association attached hereto and made a part hereof as Exhibit A, were adopted by the membership on February 23, 1997. Such bylaws affect the owners of any lots and dwelling units in Chapel Hill Subdivision, which is located on the following-described property:

SITUATED IN the South Half of the Southeast Quarter of Section 30, Township 16 North, Range 5 West of the Third Principal Meridian, to-wit:

Commencing at the Southeast corner of said Section 30; thence South 89 degrees 59 minutes 13 seconds West, along the South line of the Southeast Quarter of said Section 30, measure 708.00 feet; thence North 00 degrees 00 minutes 00 seconds East, measure 641.87 feet to an iron pin, said point being the Point of Beginning; thence South 89 degrees 59 minutes 20 seconds West, measure 80.00 feet to an iron pin; thence South 00 degrees 00 minutes 00 seconds West, measure 20.00 feet to an iron pin; thence South 89 degrees 59 minutes 20 seconds West, measure 539.73 feet to an iron pin; thence North 00 degrees 01 minute 56 seconds West, measure 60.68 feet to a stone; thence North 89 degrees 47 minutes 11 seconds West, measure 635.24 feet to an iron pipe on the East right-of-way line of Harbauer Lane; thence North 00 degrees 17 minutes 03 seconds East, along said East right-of-way line, measure 199.56 feet to an iron pin; thence South 89 degrees 42 minutes 57 seconds East, measure 133.21 feet to an iron pin; thence North 41 degrees 44 minutes 43 seconds East, measure 198.53 feet to an iron pin; thence North 00 degrees 36 minutes 52 seconds West, measure 297.21 feet to an iron pin on the North line of the South Half of the Southeast Quarter of said Section 30; thence North 89 degrees 59 minutes 37 seconds East, along said North line, measure 377.47 feet to an iron pin;

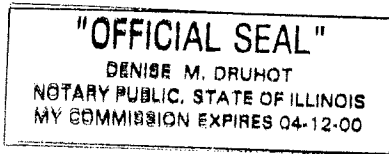
**000818**

thence continuing North 89 degrees 59 minutes 37 seconds East, along said North line, measure 442.86 feet to an iron pin; thence South 35 degrees 02 minutes 52 seconds East, measure 298.59 feet to an iron pin; thence South 00 degrees 00 minutes 00 seconds West, measure 366.18 feet to an iron pin; thence South 00 degrees 00 minutes 00 seconds West, measure 76.60 feet to the Point of Beginning. Containing 16.48 acres, more or less.

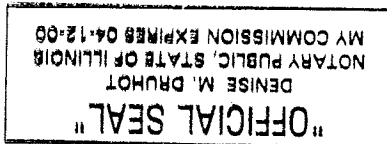
Situated in SANGAMON COUNTY, ILLINOIS.

Further Affiant sayeth not.

By: J. Bruce Bagg  
Bruce Bagg, President of Chapel Hill  
Homeowner's Association



Subscribed and sworn to before me this 27<sup>th</sup> day of April, 1997.



Denise M. Druhot  
Notary Public

**Prepared By and**

**Return To:**

Denise M. Druhot, Esq.  
Brown, Hay & Stephens  
P.O. Box 2459  
Springfield, IL 62705  
(217) 544-8491

EXHIBIT "A"  
AMENDED BYLAWS OF  
CHAPEL HILL SUBDIVISION HOMEOWNERS' ASSOCIATION

ARTICLE I  
NAME, MEMBERSHIP, APPLICABILITY AND DEFINITIONS

Section 1. Name. The name of the Association shall be CHAPEL HILL SUBDIVISION HOMEOWNERS' ASSOCIATION (hereinafter referred to as the "Association").

Section 2. Membership. The owner or owners of any dwelling unit or undeveloped lot in Chapel Hill Subdivision shall be a member of the Association.

Section 3. Classes of Members.

- A. Regular members are defined as those persons who own and reside in any dwelling unit in the Association.
- B. Associate members are defined as those persons who
  - 1) own a dwelling but rent the dwelling, or
  - 2) own an undeveloped lot or portion thereof in the Association.

Section 4. Voting Rights. Each regular and associate member shall be entitled to one vote per unit on each matter submitted to a vote of the members.

Section 5. Associate Members - Undeveloped Lots. Said lot owner shall maintain the property, keep it free of debris, and mowed at all times.

Section 6. Unit Definition. Any dwelling or undeveloped lot.

ARTICLE II  
MEETINGS, QUORUM, VOTING, PROXIES

Section 1. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such suitable place convenient to the owners of the units as may be designated by the Board of Directors.

Section 2. Annual Meetings. The Association shall meet annually at least one hundred twenty (120) days after the close of the fiscal year as herein provided. The Association's fiscal year is defined as January 1 to December 31.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Association if so directed by resolution of the Board of Directors or upon a petition signed by at least twenty-five percent (25%) of the votes of the members of the Association. The notice of any special meeting shall state the 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.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or to cause to be personally delivered to the owner of record of each unit a notice of each annual or special meeting of the Association stating the purpose of the special meeting as well as the time and place where it is to be held; if an owner wishes to be given notice at an address other than his or her unit, the owner shall have designated 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 five (5) nor more than thirty (30) days before a meeting.

Section 5. Adjournment of Meeting. If any meetings of the Association cannot be held because a quorum is not present, a majority of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called by be transacted without further notice.

Section 6. Voting. Each unit shall be entitled to one vote on all matters within the scope of authority of the Association.

Section 7. Proxies. A vote may be cast in person or by proxy. Proxies may be given to a member and shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.

Section 8. Majority of the Owners. Unless otherwise specifically provided herein, the term "majority" shall mean more than fifty percent (50%) of the units voting on a particular question.

Section 9. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of a majority of the unit owners shall constitute a quorum at all meetings of the Association.

Section 10. Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted by the meeting as well as record of all transactions occurring thereat. Robert's Rules of Order (current edition) shall govern the conduct of all meetings of the Association.

ARTICLE III  
BOARD OF DIRECTORS, NUMBERS, POWERS, MEETINGS

Section 1. Governing Body. The affairs of the Association shall be governed by a Board of Directors.

Section 2. Number of Directors. The number of directors of the Association shall be fixed by resolution of the Board of Directors but in no event shall the number be less than three (3) nor more than seven (7). The number of directors shall always be uneven.

Section 3. Nomination of Directors. Nominations for election to the Board of Directors shall be made by a Nominating Committee and/or from the floor at the annual meeting.

Section 4. Appointment of Nominating Committee. At least sixty (60) days prior to the annual meeting of the Association at which time the Board of Directors and officers are to be elected, the President shall appoint a Nominating Committee. This committee shall number not less than three (3) members, one (1) of whom shall be a member of the Board of Directors. The other members of the committee shall be members of the Association.

Section 5. Duties and Procedures. It shall be the duty of the Nominating Committee to make and present to the annual meeting of the members nominations for the Board of Directors.

- A. The Committee shall files its report of the slate to the President prior to the annual membership meeting.
- B. The Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled.

Section 6. Election and Term of Office. The terms of the Directors shall be staggered. Each Director shall hold office for a term of two years and shall be so elected that the terms of

a bare majority will expire in the odd years and the remainder in the even years. Directors shall hold office until their respective successors shall have been elected and qualified by the Association.

Section 7. Removal of Directors. Any one or more members of the Board of Directors may be removed with or without cause by a majority of the unit owners, and a successor may be then and there elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given at least ten (10) days notice of the calling of the meeting and the purpose thereof and shall be given an opportunity to be heard at such meeting.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by a vote of a majority of the remaining Directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy. Each person so elected shall be a member of the Board of Directors for the remainder of the vacant term.

Section 9. Organization Meeting. The first meeting of the members of the Board of Directors following each annual meeting of the membership shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Board.

Section 10. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. All meetings of the Board shall be open to all members of the Association. Members may participate in any discussion or deliberation provided they notify the President of their intent to attend at least five (5) days prior to the scheduled meeting. Members so participating may not vote unless expressly authorized by the Board.

Section 11. Special Meeting. Special meetings of the Board of Directors may be called by the President upon no less than five (5) days notice to each Director given personally or by mail or telegraph or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice upon the written request of at least two (2) Directors.

Section 12. Waiver of Notice. Any Director may at any time, in writing, waive notice of the meeting of the Board of Directors and such waiver shall constitute a waiver of receipt of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by her or

him of the time, place and purpose of such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Board of Directors shall constitute a quorum for the transaction of business, and the votes of majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may either adjourn the meeting or take such action as is reasonably necessary to conduct and/or continue the affairs of the Association.

Section 14. Compensation. No Director shall receive any compensation from the Association for acting as Director unless approved by a majority vote of the Association present, in person, or by proxy at a regular or special meeting of the Association.

Section 15. Conduct of Meeting. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep a minute book of the Board of Directors and a record of all transactions and proceedings occurring at such meetings. Robert's Rules of Order (current edition) shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration of these Bylaws.

Section 16. Powers.

- (A) The Board of Directors shall be responsible for the affairs as provided by law, the Declaration, Articles of Incorporation, or these Bylaws and not directed thereby to be done and exercised exclusively by the members. The Board shall not have the authority to enter into any verbal agreements or contracts in or for an amount greater than \$5,000 without the approval of a majority of the members in the Association. The Board shall have the power to adopt rules and regulations which it deems necessary and to impose sanctions for violation thereof, including without limitation, reasonable monetary fines which may be collected as provided in the Declaration and reasonable attorney's fees and costs associated therewith.

- (B) The Board shall have the power to levy assessments against the owner of each unit for that unit's pro rata share of the Homeowners' Association operating budget. Such levy shall constitute a lien upon the owner and unit and the Board shall enforce that lien where necessary by foreclosure or other legal proceedings and costs and attorney's fees incurred by the Board in enforcement of any such lien shall constitute an additional lien and charge upon the interest of any owner in any unit.
- (C) The Board shall have the power to levy special assessments against the owner of each unit as deemed necessary for Capitol Improvements. Such levy shall constitute a lien upon the owner and unit and the Board shall enforce that lien where necessary by foreclosure or other legal proceedings and costs and attorney's fees incurred by the Board in enforcement of any such lien shall constitute an additional lien and charge upon the interest of any owner in any unit.

Section 17. Action Without Formal Meeting. Any action to be taken at a meeting of the Directors or any actions that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

Section 18. Conflicts of Interest. No contract or other transaction between the Association and any of its directors, or between the Association and any corporation, firm or association (including the Developer) in which any of the Directors of the Association are Directors or officers or are pecuniarily or otherwise interested may be entered into by the Association unless:

- (a) The fact of the Director's interest is disclosed to the rest of the Board and the rest of the Board, without the participation of the interested Director, authorizes, approves or ratifies such contract or transaction in good faith; or
- (b) The fact of the Director's interest is disclosed or known to at least a majority of the members of the Association and the members approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose.



ARTICLE IV  
OFFICERS

Section 1. Officers. The officers of the Association shall be a President, one Vice President, a Secretary and a Treasurer. The Board of Directors may elect such other officers as it shall deem desirable, and such officers shall have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of the President and Secretary. The President and Treasurer shall be elected from among the members of the incoming Board of Directors.

Section 2. President. The President shall be the principal executive officer of the Association and shall, in general, supervise and conduct the business and affairs of the Association. He or she shall preside at all meetings of the members and of the Board of Directors. He or she may sign with the Secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incidental to the office of the President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 3. Vice President. In the absence of the President or in the event of his or her inability or refusal to act, the Vice President shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 4. Treasurer. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties, to be paid by the Association, in such sum and with such surety or sureties as the Board shall determine. He or she shall (a) have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; (b) prepare annually an operating budget for the Association, and submit such budget to the Board; (c) levy and collect all assessments, fines, penalties, and other charges authorized by the Declarations and

these Bylaws; and (d) in general, perform all the duties incidental to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors.

Section 5. Secretary. The secretary shall (a) keep the minutes of the Association meetings and of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of the Declaration and these Bylaws or as required by law; (c) be custodian of the Association records; (d) keep a register of the post office address of each member of the Association and each director which shall be furnished to the Secretary by such member; (e) attest and sign with the President or Vice President all documents which the Association or Board of Directors approves; and (f) in general, perform all duties incidental to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or Vice President.

Section 6. Other Officers. The Board may also designate such other officers as may be deemed necessary and desirable, who shall have such powers and duties as may from time to time be delegated to them by the Board.

Section 7. 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 meeting of the members as herein set forth in Article III. 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.

Section 8. Removal. Any officer may be removed by the Board whenever, in its judgment, the best interests of the Association will be served thereby.

Section 9. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

#### ARTICLE V COMMITTEES

Section 1. Standing Committees. There shall be three (3) standing committees, each of which shall be chaired by a member of the Board of Directors. The standing committees shall be the Hospitality Committee, the Newsletter Committee and the Building

and Grounds Committee. The Board of Directors shall determine the duties and authority of each committee to act on behalf of the Association. Committee membership shall include such other members of the Association as is determined necessary and convenient by the committee chairperson and the Board of Directors.

Section 2. Other Committees. Other committees may be created by the Board of Directors as may from time to time be necessary. Each such committee shall have such powers as are determined by the Board of Directors.

#### ARTICLE VI BOOKS AND RECORDS

Section 1. The Association shall keep sealed, correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors. All books and records of the Association may be inspected by any member, his or her agent or attorney for any purpose related to the business of the Association at any reasonable time.

#### ARTICLE VII ASSESSMENTS

Section 1. Annual Assessments. The Board of Directors may determine the amount of annual assessments payable to the Association by members of each class. Annual assessment is defined as each unit's pro rata share of the Homeowners' Association operating budget. Regular members and associate members shall pay the same amount of assessments. The annual assessment period is defined as June 1 - May 31.

Section 2. Payment of Assessments. Assessments shall be payable in accordance with billing statements as mailed by the Treasurer. It is the sole responsibility of members to pay all assessments even if a unit is for sale or lease. It is the sole responsibility of members to inform prospective buyers and realtors of assessments.

Section 3. Default of Assessments. When any member of any class shall be in default of assessments, the powers of the Board of Directors as explained in Article III, Section 16B shall be in effect.

Section 4. Special Assessments. The Board of Directors shall have the power to levy Special Assessments against the owner of each unit as deemed necessary for Capitol Improvements. The same powers and procedures as above expressed in Sections 1,

2 and 3 of Article VII shall exist as well as Article III, Section 16C. The Board shall not levy more than one special assessment per year without the approval of a majority of the members of the Association. The Board will not need the approval of a majority of the members of the Association if the situation is deemed at "Act of God" or if a health and safety emergency.

#### ARTICLE VIII AMENDMENT OF BYLAWS

Section 1. Amendment of Bylaws. These Bylaws may be amended by a vote of the majority of the members of the Chapel Hill Subdivision Homeowners' Association at the annual meeting or at a special meeting called in accord with the provisions of Article I of these Bylaws.

#### ARTICLE IX INDEMNIFICATION

The Association shall indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he or she is or was a member of the Board or officer of the Association, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

The Association may indemnify any person who was or is a party, or is threatened to be made a party of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is, or was, a member of the Board or an officer of the Association against expense (including attorney's fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit, if he or she acted in good faith and in a manner he or she

reasonably believed to be in, or not opposed to, the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association.

To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing two paragraphs, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him or her in connection therewith.

Any indemnification under the first two paragraphs of this Article shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he or she has met the applicable standard of conduct set forth in the first two paragraphs of this Article. Such determination shall be made (1) by the Board by a majority of a quorum consisting of members of the Board who were not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceedings may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or of the Association to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

The sums necessary to discharge the obligations of the Association under this Article shall be common expenses.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board, or otherwise, both as to action in his or her official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

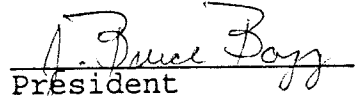
MISCELLANEOUS

Any provision required to be incorporated in these Bylaws as a matter of law or statute shall be deemed incorporated herein. The invalidity of any portion of these Bylaws and/or any conflict existing between provisions herein will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of these Bylaws is held to be invalid, the remainder shall be deemed to be in full force and effect as if they had been adopted subsequent to the expungement of the invalid provisions.

ADOPTED by a vote of the majority of the members of the Chapel Hill Homeowners' Association this 23 day of February, 1997.

Attest:

  
Secretary

  
President

