

**BY-LAWS**  
**OF**  
**HURSTBOURNE HOMEOWNERS ASSOCIATION**

**ARTICLE I**  
**Offices**

The principal office of the HURSTBOURNE HOMEOWNERS ASSOCIATION (hereinafter "Association") will be located in Sangamon County, Illinois. The Association may have such other offices, either within or without the State of Illinois, as the Board of Directors may determine or as the affairs of the Association may require from time to time.

The Association will have and continuously maintain a registered office, and a registered agent whose office is identical with the registered office. The registered office may be, but need not be, identical with the principal office, and the address of the registered office may be changed from time to time by the Board of Directors.

**ARTICLE II**  
**Members**

The Association shall have Members. Each Owner of a Lot in Hurstbourne Subdivision Fifth Addition and Hurstbourne Subdivision Additions 1, 2, 3 and 4 and also sometimes know as Plats 1, 2, 3 and 4 as recorded prior to the recordation date of this instrument, collectively hereinafter "Hurstbourne Subdivision", Sangamon County, Illinois, shall automatically be

a Member by virtue of ownership. The Association shall have Additional Members concurrent with acceptance of Additional Plats or Subdivision Additions as outlined in Article XI. The definition of "Hurstbourne Subdivision" herein, may be modified without amendment to include additional plats or subdivision additions pursuant to Article XI. The Secretary shall keep a record of all such modifications relative to additional plats and subdivision additions. A Member shall have all rights granted to Members under the Illinois General Not-for-Profit Corporation Act of 1986, including but not limited to the right to inspect the books and records of the Association to insure that all assessments are used for proper Association purposes. Members shall be eligible to serve as Directors, officers or on committees. In the case of Members who are corporations, partnerships, trusts, limited liability companies, or similar entities, the Member entity may designate a person to serve as Director or officer or committee member on behalf of said Member entity.

**ARTICLE III**  
**Board of Directors**

Section 1. General Powers. The affairs of the Association will be managed by its board of Directors. The Board shall further administer such matters as set forth in the recorded

declarations of covenants, conditions and restrictions as may relate to each plat.

Section 2. Number, Tenure and Qualifications. Except as provided as to the initial Directors at Section 3 below, the number of Directors will be five. Each Director will hold office until the expiration of his or her term and election at the Annual Meeting of the Members corresponding with the expiration of such term of his or her successor. Unless otherwise noted, terms will be for a two year period. The initial Directors need not be Members of the Association. All subsequently elected Directors must be Members of the Association, or in the case of Members who are corporations, partnerships, trusts, limited liability companies or similar entities, a person designated to represent such Member entity.

Section 3. Initial Directors. The initial Directors shall be three in number, Tim Curtis, Debra Curtis and Shanna Curtis. Concurrent with the first Annual Meeting of the Members, the number of Directors shall increase to five. The terms of Debra Curtis and Shanna Curtis shall terminate upon the election of four Directors at the first Annual Meeting of the Members, with Tim Curtis remaining as the fifth Director. Two of the Directors elected at the first Annual Meeting shall have a term of two years and two of the Directors elected at the first Annual Meeting shall have a term of one year. Subsequent

elected terms of all Directors shall be two years as provided at Section 2. The reason for the difference in term length at the first election of officers is to provide a staggering of the election of directors in subsequent terms so that all Directors' terms will not simultaneously terminate at the same Annual Meeting. Tim Curtis may serve as a Director until such time as all lots owned by Tim Curtis and/Curtis Development, Inc. are sold to third parties or until his resignation, at which time his seat will be filled pursuant to "section 4. Vacancies" below with the Director's seat held by Tim Curtis will be up for election at the next Annual Meeting of Members for a two year term.

Section 4. Vacancies. After the first meeting of Members, if a Director resigns, or if a Director's seat becomes vacant for any other reason, the remaining Directors shall appoint from the Members of the Association a replacement Director to fill the remaining term of a Director who resigns or must otherwise vacate his or her seat prior to expiration of his or her term.

Section 5. Election of Directors and Number of Votes per Lot. Except as provided at Section 4 of this Article, after the Declarant calls the first meeting of Members, all Directors shall be elected by majority vote by the Members. The Declarant, as Developer and as a Member, shall have such number of votes as may be prescribed in various declarations of covenants and

restrictions previously filed of record prior to this document unless Declarant, as Developer, waives in writing submitted to the Board of Directors a waiver of his Class B membership rights and/or other special voting rights as created in the various declarations of covenants, in which case it will be deemed a Class A member with one vote for each platted Lot owned. Declarant's predecessor or subsequent Developers shall have one (1) vote. When a Member owns more than one platted Lot, that Member shall have one vote for each platted Lot owned. In the event more than one Member is an owner of a Lot as platted, the Members owning that Lot shall appoint a representative from among the owners of said Lot to cast the one vote attributed to that Lot. Where minor adjustments are made to platted Lot dimensions which do not increase or decrease the number of residential structures which can be placed on said affected Lots, such adjustments shall be disregarded for the purpose of determining who will be entitled to cast that Lot's vote. The vote for such minor adjusted Lots shall remain with the Members owning that portion of the Lot constituting the area where a residential structure may be located.

In the event that adjustments are made to a platted Lot's dimensions so as to increase or decrease the number of residential structures which can be placed on said Lot or Lots, the platted Lots so affected by said adjustment shall select a

representative among the owners of the Lots affected by the adjustment who shall cast the total number of votes for the Lots as originally platted.

In no event shall the total number of votes within a plat or addition be increased or decreased as a result of combination, division or adjustment of Lot dimensions. If as a result of Lot size adjustment a question exists as to the number of votes attributed to a collection of Lots, the Board of Directors shall have final authority to determine which Lots shall be so affected and which Lots will cast their vote or votes through a collective representative.

Directors may be re-elected for successive terms.

Section 6. Voting Procedures. Election of the Directors by the membership may at the determination of the Directors from time to time be by secret ballot. The Directors may establish such procedures or verification as they deem appropriate to best assure that only the permitted number of votes is cast as to any Lot or Lots.

**Article IV**  
**Meeting of Directors/Meeting of Members**

Section 1. Annual Combined Meeting of Directors/Members. An annual meeting of the Members and Directors will be held on the first Saturday of the month of April in each year, at the hour of 6:00 o'clock, P.M. for the purpose of electing Directors and

for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday, the meeting will be held on the next succeeding business day. If the election of Directors is not held on the day designated for, any annual meeting, or at any adjournment thereof, the Board of Directors will cause the election to be held at a special meeting of the Directors as soon thereafter as convenient.

Section 2. Special Meetings. Special meetings of the Directors, Members or Directors and Members may be called by not less than one-half of the Directors.

Section 3. Notice of Meetings and Quorum. Directors and Members shall be given not more than thirty (30) days nor less than fourteen (14) days written notice of each meeting. For meetings of Directors, a quorum shall consist of at least three Directors except in the case of Article XI, Section B, where a quorum shall consist of at least five (5) Directors. For meetings of Members, a quorum shall consist of Members present for any matters requiring a vote of the Members. As to votes of the Members for matters other than the election of Directors, the votes for a given lot or lots shall be determined as set forth in article III, Section 5.

Notice to Owners of a Lot will be deemed given and received upon deposit with the U.S. Mail, postage prepaid, addressed to

"Hurstbourne Homeowners Association Members" or the names of the last know Owner/Member of said Lot with the address of residence on said Lot or alternatively, if no residence is located thereon, to the last know address of said Owner/Members. Notice will also be deemed given to the Owner/Member of a Lot if given by hand delivery of notice address to "Hurstbourne Homeowners Association Members" to any occupant of any habitable structure located on land within Hurstbourne Subdivision.

In the event a Lot or Lots are vacant, the party providing notice will mail same to the last known address of the last know Owner/Member registered with the Association by said Owner/Member or, alternatively, if no address is know or registered with the Association, by posting notice on said vacant Lot, or, alternatively, by publication.

Notice will be deemed conclusively given to unknown Owners/Members, Owners/Members whose registration with the Association fails to provide current address, and Owners/Members for whom a good faith attempt was made to provide other notice as set forth above but for such other reason did not so receive notice, upon single publication within the notice period prescribed above of a notice of such meeting in a recognized newspaper of regular circulation in Chatham ("regular circulation" being deemed published at least twice monthly).



It shall be the duty of each Owner/Member to register with the Association by providing the Owner's name, mailing address, phone number or numbers. The Association may rely upon said registration as filed as to the determination of ownership and voting rights.

Notice shall state date, time and place of meeting and to the extent known or possible, purpose of the meeting.

Section 4. Place of Meeting. The Board of Directors may designate any place within Sangamon County as the place of meeting for any combined annual meeting, or for any other meetings.

Section 5. Informal Action by Directors. Any action required by law to be taken at a meeting of the Directors, or any action which 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, will be signed by all of the Directors entitled to vote with respect to the subject matter thereof.

Section 6. Manner of Acting. The act of a majority of the Directors present at a meeting at which a quorum is present will be the act of the Board of Directors unless the act of a greater numbers is required by law or by these By-laws.

Section 7. Compensation. Directors, including Directors serving as officers, as such will not receive any stated

salaries for their services, but by resolution of the Board of Directors a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing herein contained will be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

## **Article V**

### **Officers**

Section 1. Officers. The Officers of the Association shall consist of at least the following:

1. President;
2. Secretary;
3. Treasurer.

These officers of the Association shall be elected yearly by the Board of Directors at the annual Board of Directors meeting. The failure to elect such officers will not affect the existence of the Association. The Directors may elect other officers and assistant officers from time to time as they deem appropriate. Whenever a vacancy shall occur, the Board of Directors may elect a new officer to fill the unexpired term of the office. Officers shall be elected from the Board of Directors.

Section 2. Removal of Officers. Officers may be removed, at any time, without cause by a majority vote of the Board of Directors.

Section 3. Duties. The Chief Executive Officer of the Association shall be the President and, as President, he or she shall preside at all meetings called hereunder. The officers of the Association shall have the powers and duties that normally pertain to their respective office. The Officers shall also have such powers and duties that are conferred upon them by the Board of Directors, by law, by the Articles of Incorporation, or by these By-laws.

Section 4. Delegation of Duties. An Officer's duties may be delegated to another Officer or Director by the Board of Directors if said officer is absent or disabled for any other reason deemed sufficient by the Board of Directors.

## **Article VI** **Committees**

Section 1. Committees. In Addition to the standing committee at Section 7 of this article, the Board of Directors, by resolution adopted by the Directors, may designate and appoint one or more committees, each of which shall consist of two or more Members of the Association, which committees, to the extent provided in said resolution, shall have such authority as delegated by the Directors, provided such authority is not

inconsistent, conflict with or overlap the authority reserved to any Director. No committee shall have the authority to sell, lease, mortgage, borrow, incur debt, incur liability or convey any asset of the Association, such action being explicitly reserved to the board of Directors except as otherwise limited herein or by applicable declaration of covenants, conditions and restrictions.

Section 2. Term of Office for Committee Members. Each member of a committee shall continue as such until the next annual meeting, 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 of the Association or officer or trustee of the Member, if the Member is a corporation or a trust.

Section 3. Chairman. One member of each committee shall be appointed chairman by the Board of Directors.

Section 4. Vacancies. Vacancies in the membership of any committee may be filled by appointments by the President of the Board of Directors.

Section 5. Committee Quorum. Unless otherwise provided in the resolution of the Board of Directors designated 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.

Section 6. Rules. Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board of Directors.

Section 7. Standing Committee. There shall be established as a standing committee an Architectural Control Committee which shall consist of the President and the other Directors of the Association not serving as officers of the Association. The Architectural Control Committee will assume such duties and responsibilities assigned to it as may be set out in the declarations of covenants, conditions and restrictions for Hurstbourne Subdivision as defined in article II or subsequent lands accepted under Article XI herein.

The Architectural Control Committee created herein shall have no authority as to the 5<sup>th</sup> Addition until such time as the members of the Architectural Control Committee existing under instrument recorded September 14, 2000 as Document No. 2000R35934 shall cease to serve by either death or resignation.

**ARTICLE VII**  
**Contracts, Check, Deposits and Funds**

Section 1. Contracts. The Board of Directors may authorize any officer to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts or orders for payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by at least two officers of the Board of Directors of the Association.

Section 3. Deposits. All funds of the association shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as may be determined by the Treasurer with the approval of the Board of Directors.

Section 4. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Association to the extent not otherwise limited by this document or by applicable declaration of covenants, conditions and restrictions.

**ARTICLE VIII**  
**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 Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at its registered or principal office a record giving the names and addresses of the Directors. All books and records of the

Association may be inspected by any Director or Member at any reasonable time.

**ARTICLE IX**  
**Fiscal Year**

The fiscal year of the Association unless otherwise determined by majority vote of the Directors shall begin on the first day of JANUARY and end on the last day of DECEMBER in each year.

**ARTICLE X**  
**Waiver of Notice**

Whenever any notice is required to be given under any statutory provisions or under the provisions of the Articles of Incorporation or the By-laws of the Association, 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 XI**  
**Common Areas**

A. The Association shall maintain the Common Areas of Hurstbourne Subdivision as defined in Article II deeded to it and assume such other obligations as designated in the various Plats and Declarations of Covenants, Conditions and Restriction for Hurstbourne Subdivision, including the setting, fixing,

determination and collection of Association dues as provided by said covenant or covenants.

The Association shall maintain appropriate liability and hazard insurance as to Common Areas of Hurstbourne Subdivision.

All Land conveyed to the Association for common areas, whether within or without Hurstbourne Subdivision as defined in Article II must be free and clear of any mortgage, lien, outstanding tax liens, environmental defect, known physical or engineering defect, or other encumbrance at time of acquisition by the Association. All conveyances of land for the common areas to the Association must be by warranty deed and may be subject to current non-delinquent taxes or assessments, encroachments, easements, covenants, restrictions or mineral exceptions of record, provided such items do not materially impair the value of the ground for Association use. Conveyances not in conformity with this provision may be rejected by the Board of Directors on behalf of the Association.

B. As to land outside the platted boundaries of Plats or Additions 1, 2, 3, 4 or 5 as presently recorded, including but not necessarily limited to such additional subdivision additions or plats which are or may be submitted to the jurisdiction or ownership of the Hurstbourne Homeowners Association, it is an additional requirement that the Board of Directors



formally accept any jurisdiction and/or transfer of title by a 4/5<sup>ths</sup> vote of the Board of Directors at an Annual or Special Meeting of the Directors and Members before the Association will be deemed to have accepted jurisdiction and/or ownership. It is a further requirement that the motion and resolution on which the Directors vote find and state:

1. That the covenants, restrictions, terms and provisions of any new addition or plat are consistent with the existing covenants and restrictions for Plats presently within Hurstbourne Subdivision as defined in this document.
2. That adequate funding provision has been made for common elements to be submitted to the jurisdiction or conveyed to the ownership of the Hurstbourne Homeowners Association.
3. That the record owners of the new addition or plat seek to join the Hurstbourne Homeowners Association created by this document and be encompassed within the definition of Members of the Association as defined in this document.
4. That the motion and resolution clearly define with reference to recorded plat any and all ground to be

subject to the jurisdiction of the Hurstbourne Homeowners Association as herein defined.

5. That the motion and resolution clearly define by recordable legal description any additional ground to be conveyed to the Association, for which the Association is to hold record title, including with specificity appropriate legal descriptions of common areas, with attachment of the proposed deed by which the Association is to come into title.
6. That the motion and resolution find that adequate evidence of title has been provided as to any additional ground to be conveyed to the Association.
7. Such additional matters as the Directors may deem fit and appropriate.

Upon such motion and resolution approved by 4/5<sup>ths</sup> vote of the Board of Directors at an Annual or Special Meeting of the Directors and members, the definition of Hurstbourne Subdivision herein shall be deemed to be modified to include such new addition or new plat and the provisions of these by-laws shall become applicable to such new addition or new plat with the Membership rolls of the Association modified to reflect new Members added as a result thereof.

Special Quorum requirements for Section B of this Article are set out in Article IV, Section 3.

**Article XII**  
**Amendments to By-laws**

These By-laws may be altered, amended or repealed and new By-laws may be adopted by a majority of the Directors present at any annual meeting, provided such action was noticed in the notice of the annual meeting and provided that a majority of the Members of the Association present at said meeting also approve the same motion as voted by the Board of Directors.

**ARTICLE XIII**  
**Savings Clause**

In the event that any provision of this document shall be deemed invalid or conflict with applicable law and/or applicable declarations of covenants, conditions or restrictions or otherwise, this document shall nevertheless remain in full force and effect as to all remaining provisions.

**AMENDMENTS TO BY-LAWS AND,**  
**DECLARATION OF COVENANTS, CONDITIONS AND**  
**RESTRICTIONS FOR HURSTOURNE SUBDIVISION PLATS**  
**OF**  
**HURSTBOURNE HOMEOWNERS ASSOCIATION**

1. April 5, 2003 - Dues increased from \$25.00 to \$50.00 per year. (Declaration of Covenants, Conditions and Restrictions Article VI, Section 4.) (see #10)
2. April 5, 2003 - Annual meeting changed from first Saturday of April to the first Thursday of October at 7:00 p.m. (By-laws Section 1.)
3. April 5, 2003 - Board of Directors increased from 5 to 6 members. (By-laws Section 3.)
4. April 5, 2003 - Treasurers term changed to run concurrent with President and Secretary. (By-laws Section 3.)
5. October 2, 2003 - Six-foot (6') privacy fence is required for above and below ground pools. (Declaration of Covenants, Conditions and Restrictions, Article VIII Restrictive Covenants)
6. September 20, 2004 - No Lot, or any part thereof, shall be used either temporarily or permanently, to sell, store or accumulate used cars, parts therefrom or junk of any kind or character whatsoever. No Owner, tenant, guest or other person shall store, keep or regularly park upon any Lot or common area any commercial vehicle, as defined by the Illinois Vehicle Code, any boat or other watercraft, motor

home, trailer, camper or other transportation devices of any kind; unless however, that vehicle or transportation device is placed wholly within such Owner's or tenant's garage. Nothing contained within this section shall be construed to prohibit the reasonable and necessary loading, unloading or preparing of a vehicle or transportation device upon a lot or common area by its user for that vehicle's or transportation device's intended use. Notwithstanding any provision heretofore stated in these covenants and restrictions, the Architectural Control Committee shall have the power and authority from time to time to adopt additional rules regarding the parking and storage of vehicles. (Declaration of Covenants, Conditions and Restrictions, Article VIII Restrictive Covenants, Section 9, Plats 1, 3, 4, and 5. Plat 2, Section 10)

7. September 20, 2004 - (k) "Illinois Vehicle Code" shall mean 625 ILCSA 5/1-100 et seq. ((Declaration of Covenants, Conditions and Restrictions, Article VIII Restrictive Covenants, Article I, Definitions)
8. September 20, 2004 - All lots within Plats one through five, regardless of vacant or occupied, will maintain their plots so that the grass/weed (non-ornamental) does not exceed a height of 10 inches. Grass/weed cover shall not encroach the sidewalk. (Declaration of Covenants, Conditions and

Restrictions, Article VIII Restrictive Covenants, Plats 1, 3, 4 and 5 section 16. Plat 2, Section 17.)

9. February 7, 2005 - The Board of Directors has adopted a policy that beginning with the third invoice to the homeowner regarding the assessments (which is the second delinquent notice) a penalty of ten percent (10%) of the first assessed amount will be applied to the third billing and continued to be added to subsequent billings (no more frequent than every 30 days). (Declaration of Covenants, Conditions and Restrictions, Article VI Restrictive Covenants, Section 10.)
10. September 20, 2006 - Effective with the assessment due October 2007, the Homeowners Association fee is increased to \$75.00. This motion was presented and passed by at the annual meeting held this date. (Declaration of Covenants, Conditions and Restrictions Article VI, Section 4.)
11. October 2, 2014 - No building, addition to a building, fence, wall, shed, tank, pool, or other structure of any kind, nature or size, including any driveway or walkway (other than landscaping) shall be erected, placed or altered until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and material, harmony of external design with

existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any Lot nearer to any street line than the minimum building set back line unless similarly approved. No chain link fences shall be allowed. (Declaration of Covenants, Conditions and Restrictions, Article VIII Restrictive Covenants, Section 15, Plats 1, 3, 4, 5, and 6. Plat 2 Section 16).