

EXHIBIT A TO DECLARATION

BYLAWS OF

HURSTBOURNE HOMEOWNER'S ASSOCIATION an Illinois Not-For-Profit Corporation

ARTICLE I Incorporation and Offices

The Association shall be incorporated under the Illinois General Not-For-Profit Corporation Act (the "Act") and shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office.

ARTICLE II Members

SECTION 1. Membership. All owners of real estate described on Exhibit A attached hereto, being a plat of Subdivision for Hurstbourne Subdivision, Sangamon County, Illinois, (hereinafter the "Property") located in the City of Chatham, Sangamon County, Illinois, pursuant to document No. _____ recorded with the Sangamon County Recorder's Office on _____, shall automatically be members of this Association.

SECTION 2. Voting Rights. Each member shall have one vote for each lot owned by said member within the Property; however, no such lot shall have more than one vote even if more than one person owns a single lot. Each lot shall have no more than one vote regardless of the number of owners of that lot.

SECTION 3. No Membership Certificates. No membership certificates of the corporation shall be required.

ARTICLE III Purpose

SECTION 1. The Association is authorized, responsible for and will take such action as may be necessary for the maintenance, repair, operation, and replacement of the surface water drainage system; however such does not include swales, for the Property as the Board of Directors deems necessary from time to time, and in accordance with all lawful orders, rules, laws or regulations of any public body having

jurisdiction, including but not limited to the maintaining of adequate casualty and public liability insurance for the corporation and its officers and directors, the taking of legal title to the drainage detention pond(s) and other related drainage areas, the payment of any real estate taxes thereon, the purchase or lease of adequate tools and equipment, and any activities related to the foregoing, in each case as the directors deem necessary from time to time.

SECTION 2. The Association is authorized to and may take such action as may be necessary in perpetuity for the maintenance and landscaping of all areas between sidewalks and roads for the Property, including the mowing and sprinkling of grass and the planting of trees, and the purchase and lease of adequate tools and equipment as needed therefore, and any other activities related to the foregoing, in each case as the directors deem necessary from time to time.

SECTION 3. The Association is authorized to and may take such action as may be necessary in perpetuity for the maintenance and landscaping of the surface water drainage and detention areas for the Property, including the mowing of grass and planting of trees, resurfacing of slopes and reseeded, as necessary, and the purchase and lease of adequate tools and equipment as needed therefore, and any other activities related to the foregoing, in each case as the Directors deem necessary from time to time.

SECTION 4. The Association is authorized to and may take such action as may be necessary in perpetuity for the maintenance, landscaping, operation, repair and replacement of any subdivision entrance sign, including the cost of electricity, insurance, and any other expense regarding the said sign.

SECTION 5. The Association is authorized to and may take such action as may be necessary in perpetuity for the mowing, landscaping, and maintenance of all areas bordering the perimeter of the Property.

SECTION 6. The purposes of the Association stated above shall not be construed to exhaust, limit or detract in any way from the general authority of the Association to act for other purposes as its members, through its Board of Directors, deem beneficial from time to time; subject, however, to the other provisions of these By-Laws.

SECTION 7. Each member of the Association from time to time agrees to and shall by virtue of being a member hereby grant an easement to the Association as reasonably necessary for the Association to achieve its purposes and so that the Association can perform its obligations herein.

ARTICLE IV Meeting of Members

SECTION 1. Annual Meeting. An annual meeting of the members shall be held on the written request of the holders of a majority of the votes for the purpose of electing directors and for the transaction of such other business as may come before the meeting. Such meeting shall be held each year on the first Thursday of October at 6:30 p.m.

SECTION 2. Special Meeting. Special meetings of the members may be called either by the President or the Board of Directors, or by the holders of not less than one-twentieth of the votes, for the purpose or purposes stated in the call of the meeting.

SECTION 3. Place of Meeting. The Board of Directors may designate any place as the place of meeting for any annual meeting and for any special meeting called by the Board of Directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Illinois.

SECTION 4. Notice of Meetings. Written notice stating the place, date and hour of any meeting of members shall be delivered to each member entitled to a vote at such meeting not less than five (5) and not more than sixty (60) days before the date of such meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the Association, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. Informal Action by Members. Any action required to be taken at a meeting of the members of the Association, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either (i) by all the members entitled to a vote with respect to the subject matter thereof, or (ii) by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voting. If such consent is signed by less than all of the members entitled to vote, then such consent shall become effective only (i) is, at least five days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the members entitled to vote with respect to the subject matter thereof, and (ii) if, after the effective date of such consent, prompt notice in writing of the taking of the corporate action without a meeting is delivered to those members entitled to vote who have not consented in writing.

SECTION 6. Quorum. The holders of twenty (20%) percent, or the minimum required by law, of the votes which may be cast at a meeting of the Association, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of members, provided that, if less than twenty (20%) percent of the outstanding votes are represented at said meeting, a majority of the votes so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote of a majority of the votes represented at the meeting shall be the act of the members, unless the vote of a greater number or voting by classes is required by the General Not-For-Profit Corporation Act, the articles of incorporation or these bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7. Proxies. Each member entitled to a vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for him or her by proxy, but no such proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provides for a longer period.

SECTION 8. Voting. Each member shall be entitled to the number of votes as set forth in Article II, Section 2.

SECTION 9. Voting by Ballot. Voting on any question or in any election may be by voice unless the chairman of the meeting shall order or any member shall demand that voting be by ballot. SECTION 10. Manner of Acting. The act of a majority of the Directors present at a meeting at which quorum is present will be the act of the Board of Directors unless the act of a greater number is required by law or by these By-Laws.

SECTION 11. Compensation. Directors, including Directors serving as officers, 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. However, nothing contained herein shall be construed to preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE V Board of Directors

SECTION 1. General Powers. The affairs of the Association shall be managed by or under the direction of its Board of Directors.

SECTION 2. Number, Tenure and Qualifications. The number of Directors shall be a minimum of seven (7), but no more than ten (10). Each Director shall hold office until the expiration of his/her term and until election of his/her successor as the Annual Meeting of the Members, which shall correspond with the term expiration. Unless otherwise noted, terms will be for a two (2) year period. The initial Directors need not be Members of the Association; however, all subsequently elected Directors must be Members of the Association, or, in the case of Members who are corporations, partnerships, trusts, LLCs, or entities of the like, one (1) person shall be designated to represent such Member entity.

SECTION 3. Vacancies. After the first meeting of the 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 set prior to expiration of his or her term.

SECTION 5. Election of Directors and Number of Votes. Except as provided in Section 4 above, after the Declarant calls the first meeting of the Members, all Directors shall be elected by majority vote of 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 recorded or filed prior to this document unless Declarant, as Developer, provides a written waiver to the Board of Directors waiving 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 (1) platted lot, that Member shall have one (1) vote for each platted Lot owned. Where minor adjustments are made to platted Lot dimensions, which do not increase or decrease the number of residential structures which may be placed on said Lot, 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 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 of Lots, the affected platted Lots shall select representatives among the owners of the Lots to cast the total number of votes for the Lots as originally plotted. 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 Directions 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 Procedure. 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 are cast as to any Lot or Lots.

SECTION 7. Quorum. One-third (1/3), unless otherwise provided by law, of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided that if less than a majority of the directors is present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

SECTION 8. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by statute, these bylaws, or the articles of incorporation. No director may act by proxy on any matter.

SECTION 9. Resignation of Directors. A director may resign at any time upon written notice to the Board of Directors.

ARTICLE VI Officers

SECTION 1. Officers. The officers of the Association shall be a President, a Treasurer, a Secretary, and such other offices as may be elected or appointed by the Board of Directors. Officers whose authority and duties are not described in these bylaws 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.

SECTION 2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. Removal. Officers may be removed, at any time, without cause, by a majority vote of the Board of Directors.

SECTION 4. President. The President shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, he or she shall be in charge of the business and affairs of the Association; he or she shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which that responsibility is assigned to some other

person by the Board of Directors; and, in general, he or she shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. He or she shall preside at all meetings of the members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these bylaws, he or she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and either individually or with the Secretary, and Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He or she may vote all securities which the Association is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the Association by the Board of Directors.

SECTION 5. Treasurer. The Treasurer shall be the principal accounting and financial officer of the Association. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the Association; (b) have charge and custody of all funds and securities of the Association, and be responsible therefore, and for the receipt and disbursement thereof; and (c) perform all the duties incident 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. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine.

SECTION 6. Secretary. The Secretary shall (a) record the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be a custodian of the corporate records and of the seal of the Association; (d) keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and (e) perform all duties incident 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 by the Board of Directors.

SECTION 7. Delegation of Duties. An Officer's duties may be delegated to another Officer of 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 VII 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. Committees shall have such

authority as delegated by the Directors, provided such authority is not inconsistent, does not conflict with, and does not 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.

SECTION 2. Term of Office. Each committee member shall continue as such until the next Annual Meeting, unless the committee shall be terminated prior to such meeting, or unless such member is removed from such committee, or unless such member shall cease to qualify as a Member of the Association.

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

SECTION 4. Vacancies. Vacancies in committee membership may be filled by appointment by the President of the Board of Directors.

SECTION 5. Committee Quorum. Unless otherwise provided in the resolution of the Board of Directors, twenty percent (20%), unless otherwise provided by law, of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which quorum is present shall be the act of the committee.

SECTION 6. Rules. Each committee may adopt rules for its own government, so long as such rules are 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 herein.

ARTICLE VIII Contracts, Checks, Deposits and Funds

SECTION 1. Contracts. The Board of Directors any authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these bylaws, 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. If a contract is for \$10,000.00 or more, such contract must be reviewed by an Illinois licensed attorney, or approved by a majority vote of the Directors prior entering into such contract.

SECTION 2. Checks, Drafts, etc. All checks, drafts 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 or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or President.

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 the Board of Directors may select.

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

ARTICLE IX 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, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time.

ARTICLE X Fiscal Year

The fiscal year of the Association, unless otherwise determine by majority vote of the Directors, shall begin on the first day of January and end on the last day of the following December in each year.

ARTICLE XI 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 XII Common Areas

A. The Association shall maintain the Common Areas of Hurstbourne Subdivision deeded to it as defined in these By-Laws. The Association shall assume such other obligations as designated in the various Declarations of Covenants, Conditions, and Restriction for Hurstbourne Subdivision, including the setting, fixing, determination, and collection of Association dues as provided by the covenants. The Association shall maintain appropriate liability and hazard insurance for the Common Areas of Hurstbourne Subdivision. All land conveyed to the Association for common areas, whether in or out of Hurstbourne Subdivision, must be free and clear of any mortgage, lien, outstanding tax lien, environmental defect, or other encumbrance at the time of acquisition by the Association. All conveyances of land for the common areas of 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 of the platted boundaries of all plats and additions, presently recorded, including but not limited to such additional contiguous subdivision additions or contiguous 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 four-fifths (4/5th) 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 further required 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 presently within Hurstbourne subdivision.

2. That adequate funding provisions have 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 of 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 any and all ground to be subsection to the jurisdiction of the Hurstbourne Homeowners Association, with reference to the recorded plat.

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 four-fifths (4/5th) 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 contiguous addition or contiguous plat, and the provisions of these by-laws shall become applicable to any such addition or plat with the Membership rolls of the Association modified to reflect new Members added as a result thereof.

ARTICLE XIII Indemnification

SECTION 1. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a member, director or an officer of the Association against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not-For-Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such member, director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between the Association and each member, director and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not-For-Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

SECTION 2. The Association may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative by reason of the fact that he is or was an employee or agent of the Association, or is or was serving at the request of the Association, as a member, director,

officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not-For-Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

SECTION 3. Right to Payment of Expenses. To the extent that a director, officer, employee or agent of the corporation has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in Sections 1 and 2 of this Article, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by such person in connection therewith.

SECTION 4. Determination of Conduct. Any indemnification under Sections 1 and 2 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 and 2 of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a 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 (c) by the members entitled to vote, if any.

SECTION 5. Payment of Expenses in Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent 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.

SECTION 6. Indemnification Not Exclusive. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which one seeking indemnification may be entitled under any bylaw, agreement, vote of members or disinterested directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7. Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, against any liability asserted

against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this Article.

SECTION 8. Notice to Members. If the Association has paid indemnity or has advanced expenses under this Article to a director, officer, employee or agent, the Association shall report the indemnification or advance in writing to any members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

SECTION 9. References to Association. For purposes of this Article, references to "the Association" shall include, in addition to the surviving Association, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its directors, officers, employees or agents, so that any person who was a director, officer, employee or agent of such merging corporation, or was serving at the request of such merging corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving Association as such person would have with respect to such merging corporation of its separate existence had continued.

ARTICLE XIV Assessments

SECTION 1. Assessments. The Association shall defray the cost of its activities by the levy of an assessment on each member, to be made in accordance with the formula set forth in Paragraph 2 below. The Association may levy an initial assessment based on estimated expenses, and thereafter levy an annual assessment or special assessment if deemed necessary by the Board of Directors.

SECTION 2. Assessment Formula. All assessments of members by the Association from time to time pursuant to Paragraph 1 above shall be pro rata based on the number of lots owned by each member to the total number of lots owned by all members that is subject to the terms of this Declaration.

SECTION 3. Liens. In the event any assessment is not paid within thirty (30) days after written notice of delinquency is mailed by regular U.S. mail from the Association to the delinquent owner, Association may impose and record a lien on the lot or lots of the delinquent lot owners referring to this document, which lien may be foreclosed as a mortgage lien in accordance with Illinois law. In addition to or in lieu of filing such lien, Association may sue to collect the delinquent assessment in the Circuit Court of Sangamon County, Illinois. The delinquent owner shall be responsible for paying all reasonable costs of collection incurred by Association, including but not limited to reasonable attorney's fees.

