

**BY-LAWS**  
**OF**  
**WILLOW BROOK ESTATES COMMUNITY ASSOCIATION, INC.**  
**UNITES 1, 2, 3**

(conformed for amendments through April 5, 1994; revised July 2012)

The Willow Brook Estates Community Association, Inc., Units 1, 2, 3 is a not-for-profit corporation composed of all owners of a fee simple interest in Willow Brook Estates as such area is defined in Article I of the referenced Declaration of Protective Covenants. The purposes of the Association are to ensure high standards of maintenance, preservation, development and use of all common areas, provide a coordinated approach to community projects and other efforts for the common benefit of its members.

Through incorporation by reference, the appended Declaration of Protective Covenants shall become a part of these by-laws. Common areas as used herein shall mean all property owned by the Association for the use and enjoyment of its members.

ARTICLE I

Offices

The Corporation shall maintain in the State of Illinois a registered office and a registered agent. The registered agent will be the current treasurer.

ARTICLE II

Section 1. Each owner of a numbered lot as shown on the area map appended is a member of the Association and subject to an annual assessment for each lot owned as long as such ownership continues.

Section 2. A member maintains good standing in the Association by timely payment of the annual assessment and such charges for special services performed in his behalf as may hereinafter be provided for.

Section 3. Each numbered lot subject to assessment shall be entitled to one vote on all matters before the Association, provided the members owning such lots have maintained a good standing in the Association.

Section 4. Voting shall be accomplished by attendance at meetings or the presentation of a signed written ballot or proxy to the Association President prior to the meeting.

### ARTICLE III

#### Meeting of Members

Section 1. The Association shall hold at least two general meetings each year with the time, place and proposed agenda published in written form to the membership at least ten (10) days prior to the meeting date.

Section 2. A general meeting shall be held within the last two weeks of January each year for the purpose of establishing a budget and the annual assessment. The second general meeting shall be held during the first weeks of December each year for the purpose of electing a Board of Directors. At each meeting, other matters may also be acted upon.

Section 3. The Board of Directors may call other general meetings of the membership at their discretion.

Section 4. A quorum at any general meeting shall consist of at least one-fifth (1/5) of the eligible votes represented by attendees, written ballots or proxies and, unless otherwise provided, a simple majority vote shall be sufficient to authorize actions.

### ARTICLE IV

Section 1. The affairs of the Association shall be managed by a Board of Directors, all of whom must be members of the Association and in good standing. The number and class of directors shall be fixed from time to time by the Board of Directors, but shall not be less than five nor more than nine. The Board should use its best efforts to maintain nine members.

Section 2. Nominations for the Board of Directors may be made by any or all of the following procedures:

- a) A Nominating Committee consisting of the President and three (3) members of the Association appointed by the President.
- b) The Willow Brook Estates Women's Club nominating on (1) member to the Board from the Women's Club.
- c) Written nominations by members of the Association submitted to the Nomination Committee before the election.
- d) Open nominations from the floor during the meetings for the election. Nominations may only be made by members of the Association.

Nominations shall be for no less than the number of vacancies but shall not be limited in number.

Section 3. Commencing January 1, 1994, the number of directors shall be nine, subject to being modified by the Board of Directors from time to time, as hereinabove set forth. At the first meeting of the members of the Association in 1994, five members shall be elected to the Board of Directors. There are four current directors whose terms expire in 1995. The board shall be divided into two classes of Directors whose terms shall expire at different times. The first class shall be initially comprised of those four directors currently in office whose terms expire in 1995. The second class, those elected at the first meeting of the members in 1994, shall expire at the annual meeting in 1996. At each subsequent annual meeting, Directors shall be elected to fill the directorships of the class of directors whose terms have expired. All Directors shall hold office for a term of two consecutive years. The term of office of one class of directors shall expire at each annual meeting.

The number of directors to be elected within each class at each annual meeting will be based upon the number as fixed from time to time by the Board of Directors as provided in Section 1 of this Article IV. Election to the Board shall be by secret written ballot. At such election, the members or their proxies, may cast, in respect to each vacancy, one vote per lot. The votes may not be cumulative. The persons receiving the largest number of votes shall be elected.

Section 4. The newly elected Board members shall assume office immediately upon the close of elections.

Section 5. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. By majority vote of the other members of the Board, the Board of Directors may also remove a member from the Board and declare the position vacant in the event such Director shall be absent without good cause from three (3) consecutive regular meetings of the Board of Directors.

Section 6. In the event of the removal, resignation or death of a member of the Board of Directors, the Board may elect to select a replacement to serve until the next annual election or the Board may allow the position to remain vacant until the next annual election. A replacement shall then be elected by the members of the Association at the next annual meeting to serve out the remainder of the term, if any, of the resigned, removed or deceased member of the Board.

## ARTICLE V

### Officers

Section 1. Immediately after the election of the Board and their assumption of office, they shall elect from their group a president, vice-president, secretary and treasurer. Officers shall serve until a successor is named.

Section 2. Officers of the Board shall perform those duties as normally required by their titles.

Section 3. The Board shall be empowered to accept resignations, remove for not maintaining good standing, and fill vacancies as may be necessary during its term for all Board members. ARTICLE VI

Section 1. Any costs, damages, expenses or fees, including reasonable attorney's fees and expenses incurred in the enforcement of the terms, covenants, conditions and restrictions contained in the Declaration of Protective Covenants, shall be paid by the Lot Owner in violation thereof and shall become due and payable thirty (30) days after written notice from the Board to the Lot Owner and, until paid, shall be in lien on the lot in issue.

If such costs and expenses are not timely paid by such Lot Owner, then the unpaid balance shall accrue interest at a rate of ten per cent (10%) per annum from the due date thereof and, until paid, such balance plus interest shall remain as a lien on the lot.

## ARTICLE VII

### Powers and Duties of the Board

Section 1. The Board shall meet on Association matters at least quarterly in open meetings at times and places published to the membership. Other meetings shall be at the discretion of the Board.

Section 2. A quorum of the Board shall consist of two-thirds (2/3) of its members with a simple majority vote authorizing action.

Section 3. The Board shall maintain, and have available for membership inspection, minutes of all meetings, copies of correspondence, agreements and contracts, and such financial records as may be required to clearly itemize income, expenditures and current status of the budget.

Section 4. The Board shall have the necessary power to act on all matters not expressly reserved for action by the membership in general meeting or prohibited by the by-laws.

Section 5. Procedures and rules concerning the operation of the Board in conducting its business shall be binding on succeeding boards unless and until a succeeding board by vote adopts new procedures or rules.

## ARTICLE VIII

### Financial

Section 1. The Board shall prepare for distribution to all members and submit for their approval at the designated general meeting an annual budget. Such budget shall include but not be limited to the estimated expenses for the year for maintenance and the preservation of the Association and its common areas, development projects, insurance coverage, replacement reserves and contingency reserves as well as a projection for all anticipated income. The budget shall also indicate the projected cash flow requirements necessary to meet anticipated expenditures.

Section 2. Based upon the approved annual budget, the Board shall recommend for the approval of the membership an annual assessment for each lot. Payment of the assessment is due by March 31 of the year for which it is assessed. The approved assessment shall not be less than the approved budget and shall be equally divided among the lots.

- a) If payment is not received by March 31, then such assessment shall become delinquent and shall

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If such costs and expenses are not timely paid by such Lot Owner, then the unpaid balance shall accrue interest at a rate of ten (10%) percent per annum from the due date thereof and, until paid, such balance plus interest shall remain as a lien on the lot.

**Amendment to By-laws Article VI Approved Aug 19, 2004**

In the event an owner fails to comply with the terms of the Illinois Condominium Property Act, the Declaration, Bylaws or Rules and Regulations or in the event an owner fails to pay assessments, special assessments, late fees, fines or other charges within 45 days of the amounts being due, the Association will refer the collection thereof, to our attorney. All costs of collection incurred by the Association will be the responsibility of the unit owner. Such costs may include, but are not limited to, attorney's fees incurred in the preparation and recording of a lien, in performing tract searches, correspondence from the attorney, preparation of Thirty Day Notices and the cost of mailing same by certified mail, preparation and following through with lawsuits, and all other attorney's time and costs related to such collection.

In the event an owner fails to comply with the terms of the Illinois Condominium Property Act, the Declaration, Bylaws and Rules and Regulations, the enforcement of same will be referred to our attorney. All costs of enforcement incurred by the Association will be the responsibility of the unit owner. Such costs may include, but are not limited to, attorney's fees relating to attendance at meetings, attendance at violation hearings, correspondence, research, communication, liens, litigation or any other attorney's time and costs relating to such enforcement.

Approved by Willow Brook Estates Homeowners Association Aug 19, 2004

William E. Rohaly, Pres.

Ronney Johnson, Sec.

Howard Rayman, Treas.

George H. Payne

Richard Lank

William P. Pitts

bear interest at the rate of twelve per cent (12%) per annum from the due date. A service charge (rate to be determined by sitting Board) shall also be added to the billing until such time as the total amount due is received by the Association.

- b) If legal actions are required to collect the outstanding amounts due, the delinquent lot owner(s) will be liable for attorney fees and court costs.

Section 3. The Board shall recommend for approval of the membership a list of charges it will assess members in addition to the annual assessment for special services provided by the Association. Such charges shall be immediately billed after the services are performed and be due within thirty (30) days.

- a) If payment for charges are not received within thirty (30) days after billing of such charges, then such charges shall become delinquent and shall bear interest at the rate of eight per cent (8%) per annum from the due date. A service charge (rate to be determined by sitting Board) shall also be added to the billing until such time as the total amount due is received by the Association.
- b) If legal actions are required to collect the outstanding amounts due, the delinquent lot owner will be liable for attorney fees and court costs.

Section 4. The Board, through its Treasurer, shall notify each member in a timely manner of amount and due dates of the annual assessment, special charges and amounts in arrears. If, after notification to a member by the Board, through its Treasurer, that any amount owing is in arrears and continues to be in arrears by a member for more than 30 days after notification, the Board may take action to have such amount placed as or added to a lien on the member's property. In circumstances requiring special consideration, the Board may act to reduce or remove a member's debt or lien.

Section 5. In the event members sell or otherwise transfer their property, all obligations for the year become immediately due and must be discharged prior to obtaining a release from the Association.

Section 6. Each budget and assessment shall contain, before it may be approved by the membership, sufficient funds to adequately cover maintenance of all common property; payment of generally fixed charges to operate the Association and its properties; a contingency fund of not less than \$2000.00; and, insurance coverage to fully protect the interests of the Association and its Board.

Section 7. In the event any circumstances prevent the adoption of an annual budget or assessment for any year, the prior year's assessment shall automatically become the assessment for the current year in amount and on the same due dates to preserve the financial integrity of the Association.

Section 8. Any funds accumulated in a year in excess of the amount required for actual expenditures during that year shall be carried forward in the budget of the following year.

## ARTICLE IX

### Limits of Authority

Section 1. Neither the membership nor its Board shall act in any manner which would result in:

Borrowing funds for any purpose;

Selling, transferring or otherwise encumbering the properties designated as common to the Association;

Established budgets which exceed the reserve carried forward from the preceding year and assessments limits set forth by the Protective Covenants;

Using or permitting the use of common areas for purposes not in keeping with the high standards of the residential community or which exposes the Association to unreasonable risk.

#### ARTICLE X

Section 1. These by-laws may be amended or modified from time-to-time at general meetings by a majority vote except that proposed actions to amend Article VIII – Financial, and Article IX – Limits of Authority, or Declaration of Protective Covenants must be approved by two-thirds (2/3) of all eligible votes.

Section 2. To be brought before a general meeting for action, a notice of the proposed amendment must have first been included in the published agenda for the meeting.

Section 3. In the event an amendment is made to the appended Declaration of Protective Covenants, the Board shall take immediate action to have such amendment recorded on the deeds of each lot.

#### ARTICLE XI

##### Fiscal Year

The fiscal year of the corporation shall be the same as the calendar year.

#### ARTICLE XII

##### Waiver of Notice

Whenever any notice is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the by-laws of the corporation, 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.