

BYLAWS  
HUNT CLUB HOMEOWNERS ASSOCIATION

**BYLAW ONE  
OFFICES**

The name of this organization is Hunt Club Homeowners Association ("Association"), a voluntary, private not for profit corporation, whose members are already subject to the duly recorded covenants and restrictions pertaining to the Hunt Club Unit One, Two and Three Subdivisions.

**BYLAW TWO  
PURPOSES AND OBJECTIVES**

The purposes and objectives for which this Association is organized are as follows:

- (a) To develop a community designed for safe, healthful, and harmonious living.
- (b) To promote the collective and individual property and civic interests and rights of all persons, firms, and corporations owning property in the Hunt Club Unit One, Two and Three Subdivisions which are legally described in Exhibit "A" which is attached hereto and made a part hereof.
- (c) To care for the improvements and maintenance of community buildings, gateways, public easements, parkways, grass plots, parking areas, and other facilities of any kind dedicated to the community use of the Association and other open spaces and ornamental features of the above-described subdivision, which now exist or which may hereafter be installed or constructed in such subdivisions.
- (d) To assist the owners in maintaining in good condition and order all vacant and unimproved lots or tracts of land now existing or that hereafter shall exist in the tract, and further assisting the owner of such lots or tracts of land in preventing them from becoming a nuisance and a detriment to the beauty of the subdivisions and to the value of the improved property therein, and to take any action with reference to such vacant and unimproved lots or tracts of land as may be necessary or desirable to keep them from becoming such a nuisance and detriment.
- (e) To aid and cooperate with the members of the Association and all property owners in the subdivisions in the enforcement of such conditions, covenants, and restrictions on and appurtenant to their property as are now in existence, as well as any other conditions, covenants, and restrictions as shall hereafter be approved in accordance with the covenants and restrictions for the Hunt Club Unit One, Two and Three Subdivisions, and to counsel with the Village of Shorewood in relation to any portion of the subject property.

(f) In general, but in connection with the foregoing, to do any and all things necessary to promote the general welfare of the residents and owners of any portion of the subdivisions and their property interests in the same.

(g) To acquire, own, or lease such real and personal property as may be necessary or convenient for the transaction of its business and the fulfillment of its purposes and objects, and to exercise all rights, powers, and privileges of ownership to the same extent as natural persons might or could do.

(h) To arrange social and recreational functions for its members.

(i) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the tract.

(j) This Association shall not engage in partisan political activity or pursue partisan political purposes.

(k) The Association also has such powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois.

### **BYLAW THREE MEMBERS**

(a) Class of Members. The Association shall have one class of members. The qualifications and rights shall be as follows:

(1) Every beneficial owner, as distinguished from a security owner, of a residential unit in the Hunt Club Unit One, Two and Three subdivisions, as herein particularly described, shall be a member.

(2) Membership shall obligate the owner to comply with and be bound by these bylaws and amendments thereto, and the policies, rules, and regulations at any time adopted by the Association in accordance with these bylaws.

(3) Membership in this Association shall terminate on such member's ceasing to be a legal or beneficial owner of a residential building site, lot, or unit in or on the property described in these bylaws.

(b) Voting Rights. Each member in good standing present at a duly called meeting shall be entitled to vote on each matter submitted to a vote of the members. A member in good standing shall have one vote for each residential lot of which he or she is a beneficial owner. Where two or more owners own a lot, only one vote for each lot owned shall be allowed, and such joint owners shall designate and register with the Secretary of the Association the name of that owner entitled to cast such single vote.

(1) At membership meetings all votes shall be cast in person, or by proxy granted to another member and registered with the Secretary.

(2) The Board of Directors is authorized to establish regulations providing for voting by mail.

(3) Provided that notwithstanding the foregoing, the developer Kipling Development Corporation, as legal owner or as the beneficiary of a land trust owning legal or beneficial interest in any lots comprising the Hunt Club Unit One, Two and Three Subdivisions shall have ten (10) votes for each residential lot for which it has legal or beneficial ownership therein.

#### **BYLAW FOUR MEETINGS OF MEMBERS**

(a) Annual Meeting. There shall be an annual meeting of the members for the purpose of hearing reports from all officers and standing committees and for electing directors. The time and place shall be fixed by the directors.

(b) Regular Meetings. In addition to the annual meetings, regular meetings of the members shall be held at such time and place as shall be determined by the Board of Directors.

(c) Special Meetings. A special meeting of the members may be called by the Board of Directors. A special meeting of the members must be called within thirty (30) days by the President, or the Board of Directors, if requested by not less than one-third of the members having voting rights.

(d) Notice of Meetings. Written notice stating the place, day, and hour of any meeting of members shall be delivered either personally or by mail to each member entitled to vote at such meeting, not less than seven (7) days before the date of such meeting, or at the direction of the Secretary. Notice by mail shall be deemed delivered when deposited with the United States Postal Service, postage prepaid.

(e) Quorum. Twenty percent (20%) of the members in good standing present at a duly called meeting shall constitute a quorum at any meeting of the members. In the absence of a quorum, a majority of the members present may adjourn the meeting from time to time without further notice.

(f) Proxies. At any meeting of the members, a member entitled to vote may vote by proxy granted to another member and executed in writing by the member. No proxy shall be valid after three (3) months from the date of its execution, unless otherwise provided in the proxy.

(g) Voting by Mail. Where directors or officers are to be elected by members, or where there is an act requiring the vote of the members, such election or vote on such proposed action may be conducted by mail in such manner as the Board of Directors shall determine.

## **BYLAW FIVE BOARD OF DIRECTORS**

(a) General Powers. The affairs of the Association shall be managed by the Board of Directors.

(b) The number of initial Directors shall be three (3). Each Director shall be a member in good standing of the Association and shall hold office until his or her successor shall have been elected and qualified. After the date upon which Kipling Development Corporation no longer has a vote as a member of this Association, the number of Directors shall then be not less than one (1) from each Unit within the subdivision, plus two (2) at large. Each Director shall be a member in good standing of the Association, and shall hold office until two (2) annual meetings of the members following his or her original qualifications shall have been held, and until his or her successor has been elected and qualified. An exception to the provision for two year tenure shall be in the case of Directors first taking office following the date upon which Kipling Development no longer owns a legal or beneficial interest in such subdivision. The term of office of the first five (5) directors shall be as follows:

(i) The directors representing Units One and Two, and one of the at large directors, who shall be determined by lot, shall hold office until the second subsequent annual meeting after the date of their initial election. Thereafter, elections shall be held in even numbered years to fill these offices.

(ii) The directors representing Unit Three and one of the at large directors, who shall be determined by lot, shall hold office until the third subsequent annual meeting following their election. Thereafter, elections shall be held in odd numbered years to fill these offices.

(c) Regular Meetings. The Board of Directors shall meet regularly at least once every quarter, or otherwise as determined by the Board.

(d) Special Meetings. A special meeting of the Board of Directors may be called by or at the request of the president or of any two directors.

(e) Notices. Notice of any special meeting of the board of directors shall be given at least twenty-four (24) hours prior to such meeting, by written notice delivered personally or sent by telephone facsimile (FAX) equipment, or sent by mail to each director. Notice by mail shall be deemed delivered when deposited with the United States Postal Service, postage prepaid. Any director may waive notice of any meeting.

(f) **Quorum.** A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the directors are present at such meeting, a majority of the directors present may adjourn the meeting from time to time, and without further notice.

(g) **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 law or by these Bylaws.

(h) **Vacancies.** Any vacancy occurring in the Board of Directors, and any directorship to be filled by reason of the increase in the number of directors until the first regular election occurs, shall be filled by appointment by the president with the advice and consent of the Board of Directors. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

## **BYLAW SIX OFFICERS**

(a) **Officers.** The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, and each member of the Architectural Committee. One person may hold one or more offices.

(b) **Qualifications and Method of Election.** The officers shall be members in good standing of the Association, shall be elected by the Board of Directors, and shall serve for a term of one year. All officers shall be members of the Board of Directors.

(c) **President.** The President shall preside at all meetings of the Association and of the Board of Directors at which he or she is present, shall exercise general supervision of the affairs and activities of the Association, and shall serve as a member ex officio of all standing committees. The President, with the advice and consent of the Board of Directors, shall establish and appoint committees and committee members as the business of the Association shall require.

(d) **Vice-President.** The Vice-President shall assume the duties of the President during the President's absence, and shall carry out such duties and responsibilities as may be assigned by the President from time to time.

(e) **Secretary.** The Secretary shall keep the minutes of all of the meetings of the Association and of the Board of Directors, which shall be an accurate and official record of all business transacted. The Secretary shall be custodian of all association records, and shall distribute copies of the covenants and bylaws to all new residents. The Secretary shall cause to be distributed at least annually to all members the names, addresses and telephone numbers of the Board of Directors.

(f) **Treasurer.** The Treasurer shall receive all Association funds, keep them in a bank or other savings institution approved by the Board of Directors, and pay out funds only on notice signed by the Treasurer and by one other officer. In addition, the Treasurer shall be responsible for preparing and submitting such reports, returns and other filings as may be required from time to time to maintain compliance with Federal, State, and local laws and regulations.

(g) **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by any member of the Board of Directors for the unexpired portion of the term, as the President, with the advice and consent of the Board of Directors, may appoint.

### **BYLAW SEVEN ARCHITECTURAL COMMITTEE**

(a) **Establishment and Authority of Architectural Committee.** There is hereby established a permanent standing committee known as the Architectural Committee, which shall have all the rights, duties, responsibilities and powers described in and granted to such committee by the Declaration of Covenants, Conditions, Restrictions, Reservations, and Equitable Servitudes for the various units of The Hunt Club Subdivisions, as amended from time to time.

(b) **Membership of Architectural Committee.** The Board of Directors of the Association shall appoint the members of the Architectural Committee.

### **BYLAW EIGHT INDEMNIFICATION**

(a) **Action by Other Than Association.** 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 such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if such person acted in good faith and in a manner which such person 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 the 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 the person 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 the person's conduct was lawful.

(b) **Action by Association.** 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 or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was a director or officer of the Association, or is or was serving at the request of the association as a director or officer of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association, and 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 willful negligence or misconduct in the performance of duty to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

(c) **Expenses.** To the extent that a director or officer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in (a) or (b) above, or in defense of any claim, issue or matter therein, such director or officer shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred in connection therewith.

(d) **Prerequisites.** Any indemnification under (a) or (b) above (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 or officer is proper in the circumstances because the director or officer has met the applicable standards of conduct set forth in (a) and (b). Such determination shall be made by the Board by a majority vote of directors who were not parties to such action, suit or proceeding.

(e) **Advances by Corporation.** 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 in the specific case upon receipt of an undertaking by or on behalf of the director or officer, to repay such amount unless it shall ultimately be determined that the director or officer is entitled to be indemnified by the Association as authorized in this Bylaw.

(f) **Other Remedies.** The indemnification provided by this Bylaw shall not be deemed exclusive of any other rights to which such director or officer may be entitled under any agreement, vote of disinterested directors or otherwise, both as to action in an official capacity while holding such office and as to a person who has ceased to be a director or

officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

(g) Insurance. The Association may purchase and maintain insurance on behalf of any person who may be indemnified under the provisions of this Bylaw against any liability asserted against such person and incurred in any capacity or arising out of any status for which the person may be indemnified.

#### **BYLAW NINE FEES, DUES, AND ASSESSMENTS**

(a) Annual Dues. The Board of Directors may establish from time to time that amount of annual dues to be paid by each member to the Association in order for each member to remain in good standing. The initial amount of annual dues shall be \$50.00. The annual dues may not be increased more than 25% per year unless approved by a two-thirds vote of the members in good standing present at a duly called meeting approving such increase.

(b) Payment of Dues. Dues shall be payable annually, subject to such modification as a majority of the directors may require.

(c) Special Assessments. Special assessments may be levied on members of this Association only by a vote of two-thirds of the majority of all members in good standing present at a duly called meeting of the Association. The procedure for voting on proposed assessments shall be the same as the procedure provided in these bylaws for voting on amendments to these Bylaws.

(d) Default in Payment of Dues or Assessments. When any member shall be in default in the payment of dues or assessments for a period of fifteen (15) days from the date on which such dues or assessments become payable, he or she shall, for purposes of voting, not be considered as a member in good standing. In addition, such member shall be dropped from active membership and placed on the inactive list. Such member shall not be reinstated until he or she has paid dues and assessments in full, and until such time as such member is reinstated, he or she shall have no rights of any kind arising out of a membership in the Association. Further, each delinquent member does hereby authorize the Association to file a lien upon his property for the delinquent dues or assessments.

(e) Assignment of Dues. In the event any member whose dues are paid shall, during the year in which such dues are paid, terminate his or her membership by sale of his or her lot in the subdivision, he or she shall be entitled to assign to the buyer of such building the benefit of the paid up dues.



(f) At no time shall the developer Kipling Development Corporation or any successor developers to the premises be obligated to pay member dues or assessments as provided for herein.

#### **BYLAW TEN AMENDMENTS**

Any proposed amendment to these bylaws must be submitted in writing at any duly called meeting of the members of the Association. Such proposed amendments shall be discussed at the duly called meeting of the members following the meeting at which the proposed amendment was submitted, and shall be voted on by the members in good standing of the Association at a date that shall not be earlier than the second duly called meeting following the initial submission of the proposed amendment. Such proposed amendment must be signed by three members in good standing of the Association, shall be read to the meeting by the Secretary, and shall be printed on ballots distributed to all members by mail provided that notwithstanding the foregoing Kipling Development Corporation may amend these bylaws at any time so long as it owns one or more of the lots within the area known as the Hunt Club Unit One, Two and Three Subdivision. Kipling Development Corporation may specifically assign its rights as set forth in this Bylaw Ten to any successor developer thereof.

A proposed amendment shall become effective when approved by a two-thirds majority of the members entitled to vote or as may be approved by Kipling Development Corporation above.