

**BY-LAWS OF
HUNTERS RIDGE HOMEOWNERS' ASSOCIATION**

ARTICLE I

Exempt Purposes; Prohibited Activities

Section 1. Hunters Ridge Homeowners' Association, an Illinois not for profit corporation (the "Association"), is organized exclusively as a homeowner's association, which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure. The Association shall never be operated for the primary purpose of carrying on a trade or business for profit.

Section 2. No part of the earnings of the Association shall inure to the benefit of any member or individual.

ARTICLE II

Owners, Voting and Board of Directors

Section 1. Every person or entity who is either a record owner of a lot, or a beneficiary of a land trust holding title to a lot, in Hunters Ridge Subdivision ("Subdivision") shall be a member of the Association. Ownership of a lot shall be the sole qualification for membership. If more than one person or entity holds title to a particular lot, all such persons or entities shall be members.

Section 2. There shall be one person with respect to each lot who shall be entitled to vote at any meeting of the members. There shall be one vote for each lot. Such person shall be known (and hereinafter referred to) as a "Voting Member". Any or all of such members may be present at any meeting of the Voting Members and may vote or take any other action as a Voting Member either in person or by proxy. Notwithstanding the foregoing, no member shall be entitled to be a Voting Member if such member owns exempt property from assessments, charges and liens as may be set forth in any covenants of the Subdivision recorded with Champaign County, Illinois Recorder's Office ("Covenants").

Section 3. Meetings of the members shall be called by written notice which shall be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days' notice of the time, place and purpose of such meeting.

Section 4. There shall be an annual meeting of the members of the Association at such a place and time as may be designated by the Board of Directors. The purpose of the annual meeting shall be the election of the Board of Directors for the following year and the transaction of such business as may come before the meeting. Written notice of the annual meeting stating its date, place, and hour shall be distributed to the owner-members by the Board of Directors, or its designated representative, not less than ten (10) days nor more than thirty (30) days prior to the annual meeting.

Section 5. Special meetings of the Board of Directors may be called by the President of the Board of Directors, or by at least fifty-one percent (51%) of the Voting Members.

Section 6. Matters subject to affirmative vote of not less than seventy-five percent (75%) of the votes of Voting Members at a meeting duly called for that purpose shall include:

(A) Merger or consolidation of the Association;

(B) Sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Association; and

(C) The purchase or sale of land on behalf of all members.

Section 7. The holders of one-tenth (1/10) of the votes which may be cast at a meeting of members 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 one-tenth (1/10) 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 Illinois General Not For Profit Corporation Act of 1986, the Covenants or these By-Laws. 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.

ARTICLE III Board of Directors

Section 1. The direction and administration of the Subdivision shall be vested in the Board of Directors (the "Board of Directors"), initially consisting of seven (7) persons, who shall be Voting Members in good standing of the Association and a resident of the Subdivision. The number of Board of Directors may be increased or decreased from time to time by amendment to these By-Laws; provided the Board of Directors shall consist of at least three (3) persons, who shall be Voting Members in good standing of the Association and a resident of the Subdivision.

Section 2. Meetings of the Board of Directors may be called at any time for the purpose of considering matters which, by the terms of the Covenant or these By-Laws, require the approval of the Board of Directors or of the members. A majority of the Board of Director's members must be present for a quorum. The Board of Directors shall meet at least once annually at such time and place as the Board of Director's members shall choose. Such meetings shall be open to any members.

Section 3. The Board of Directors shall elect from among its members at a minimum, a President who shall preside over both its meetings and the meetings of the members, a Secretary who shall keep the minutes of all meetings of the Board of Directors and of the members and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account. The offices of Secretary and Treasurer may be combined.

The Board of Directors, officers and committee members shall receive no compensation for their services. However, he or she may be reimbursed for actual expenses incurred in the performance of his or her duties as such officer or committee member.

Section 4. Any member of the Board of Directors, officer or committee member may be removed from office by majority vote at a meeting of members called for that purpose. Any officer may resign at any time by giving written notice to the President, Secretary or Treasurer. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board of Directors and in such manner as from time to time shall be determined by written resolution of the majority of the Board of Directors. In the absence of such determination by the Board of Directors, such documents shall be signed by the President and countersigned by the Secretary.

Section 6. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which will consist of such persons as the Board of Directors designates. Such committee shall include but not be limited to a committee to oversee architectural control of any improvements constructed or to be constructed upon the lots and common areas in the Subdivision.

Section 7. The Board of Directors shall have the following additional powers and duties:

(A) To adopt rules and regulations governing the administration, management, maintenance, operation, use, conservation and beautification of the property and for the health, comfort, safety and general welfare of the members, and to amend such rules and regulations from time to time;

(B) To provide for any construction, alteration, installation, maintenance, repair, painting and replacement for which the Association is responsible under the covenants for the Subdivision;

(C) To provide for the designation, hiring and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the management and operation of the Association;

(D) To determine the amount of assessments, and to provide the manner of assessing and collecting from the owner-members their respective shares of such estimated expenses as hereinafter provided;

(E) Enforcement of any and all covenants, restrictions, and agreements applicable to lots within the Subdivision and to adopt, amend, and enforce rules and regulations governing the use of the commons area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof, as well as power to recover reasonable attorney

fees and costs in the enforcement of the Covenants and rules and regulations of the Association as may be imposed from time to time together with interest from the date of delinquency at the rate of ten percent (10%) per annum; and

(F) To pay the common expenses, including without limitation, expenses for insurance and maintenance of all common areas.

Section 8. Each member shall receive notice of any meeting of the Board of Directors concerning any increase or establishment of an assessment. Written notice of such meeting shall be mailed or delivered giving owner-members no less than ten (10) and no more than thirty (30) days' notice of the time, place and purpose of such meeting.

Section 9. Notice of any meeting of the Board of Directors may be waived by any Board of Director either before, at, or after such meeting orally, in a writing signed by such Board of Director, or by attendance at the meeting. A Board of Director, by his or her attendance at any meeting of the Board of Directors, shall be deemed to have waived notice of such meeting, except where the Board of Directors objects at the beginning of the meeting to the transaction of business because the meeting is not lawfully called or convened and does not participate thereafter in the meeting.

Section 10. A majority of the Board of Directors holding office immediately prior to a meeting of the Board of Directors shall constitute a quorum for the transaction of business at such meeting. In the absence of a quorum, the majority of the Board of Directors present may adjourn a meeting from time to time until a quorum is present. If a quorum is present when a duly called or held meeting is convened, the directors present may continue to transact business until adjournment, even though the withdrawal of a number of directors originally present leaves less than a proportion or number otherwise required for a quorum.

Section 11. Unless specifically prohibited by the bylaws, any action required to be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by majority of the Board of Directors.

ARTICLE IV Assessments

Section 1. Each year on or before December 1, or at such other time as the Board of Directors may select, the Board of Directors shall prepare a proposed annual budget estimating the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services. The budget may be adopted only after each Voting Members have had a copy of the proposed budget for thirty (30) days.

Section 2. After the budget has been adopted, the amount of the budget shall be assessed to the members. On or before January 1 of the ensuing year, or at such other time as the Board of

Directors may select, each member shall be obligated to pay to the Association, or as the Board of Directors may direct, all of the assessment made pursuant to these By-Laws and/or the Covenants. All annual assessments are due on January 15 of each year, payable in advance. Partial years shall be prorated on a quarterly basis.

Section 3. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted budget on the owner-members shall not constitute a waiver or release in any manner of such members obligation to pay such assessment as provided herein and in the Covenants, whenever the same shall be determined.

Section 4. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Board of Directors, on behalf of the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost, and reasonable attorney fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the common areas or abandonment of his/her lot. The lien of the assessments provided herein shall be subordinate to the lien of any valid, bona fide mortgage or trust deed. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereon.

ARTICLE V Amendments

These By-Laws may be amended or modified from time to time upon a vote of seventy-five percent (75%) of the members at any meeting called for that purpose, when a quorum is present, provided, however, that no provisions in these by-laws may be amended or modified so as to conflict with the provisions of the Covenants. Neither the Board of Directors nor the members shall have the power or authority to amend these By-Laws in a manner inconsistent with the Covenants, including, without limitation, provisions in the Covenants relating to the Association's responsibilities for maintaining and improving the common areas. The amendment of any such covenants and restrictions of the Covenants may only be amended in accordance with the terms of the Covenants. In the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

ARTICLE VI Indemnification of Officers, Directors, Employees and Agents

Each person who at any time is or shall have been a director, officer, employee or agent of the Association, or is or shall have been serving at the request of the Association as a member of the Board of Directors, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Association in accordance with and to the full

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ARTICLE VII
No Discrimination

The Association shall not, in any of its activities or undertakings, discriminate upon the basis of race, color, creed, sex, or national origin.

THE UNDERSIGNED hereby certifies that these By-Laws were adopted by the Association as of the 25th day of May, 2016.

By: 
Trent Nuxoll, President

Attest: 
Erik Coleman, Secretary