

BYLAWS OF ROBESON MEADOWS WEST HOMEOWNERS ASSOCIATION

The administration of the Robeson Meadows West Homeowners Association ("Association"), an Illinois Not-for-Profit Corporation, shall be governed by the following Bylaws:

ARTICLE I

Membership

Section 1: Qualification: Every person or entity who is a record owner of a lot in Robeson Meadows West Subdivision ("the Subdivision") or who is the beneficiary of a land trust holding title to a lot in the subdivision shall be a member of the Robeson Meadows West Homeowners Association. Ownership of a lot shall be the sole qualification for membership. Additional property owners may become members of Covenants and Restrictions. If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in Robeson Meadows West Subdivision, all such persons or entities shall be members, however only one member per lot shall be entitled to vote.

Section 2: Members: A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Association, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after the membership ceases, or while it is not in good standing. The membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of ownership of a lot in Robeson Meadows West Subdivision at which time the new owner shall automatically become a member of the Robeson Meadows West Homeowners Association. Each member of the Association shall be bound by and shall observe the terms and provisions of the Covenants and Restrictions of Robeson Meadows West Subdivision ("Covenants and Restrictions"), the Bylaws of the Robeson Meadows West Homeowners Association ("Bylaws") and the rules and regulations promulgated from time to time by the Association or its Board of Directors. No member shall have the right or power to disclaim, terminate, or withdrawal from membership in the Robeson Meadows West Homeowners Association or from any obligations as such a member by abandonment of his residence or for any other reason.

Section 3: Voting Rights: Each lot in the Robeson Meadows West Subdivision shall be entitled to one vote, which may be cast, either in person or by written proxy, by the owner of such lot. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in Robeson Meadows West Subdivision, then those members shall designate one and only one member who shall be entitled to vote for any given matter being put to a vote, and failure to make such a designation shall result in no entitlement to vote for any member with respect to such lot. In no event shall more than one vote be cast with respect to any one lot. A lot owner may vote by written proxy, such proxy being invalid after eleven months from the date of its execution, unless otherwise provided in the proxy. Every proxy must bear the date of its execution. The Board may

designate a record date by which a member must be an owner of record of a lot in order to be entitled to vote at a given meeting, but such record date may not exceed thirty days prior to the vote.

Section 4: Suspension of Voting Rights: Voting rights shall be suspended for any member during any period when the member is not in good standing. A member is not in good standing (a) when an assessment levied by the Association against the member's lot remains unpaid as of the last day of February of each fiscal year; (b) upon the member's violation of the covenants and restrictions of Robeson Meadows West Subdivision; or (c) upon the member's violation of any Bylaws of the Robeson Meadows West Homeowners Association. Any voting rights so suspended shall remain suspended until the unpaid assessments are paid in full or until the violation of the covenants and restrictions and/or the Bylaws are cured.

ARTICLE II

Meetings of Members

Section 1: Annual Meetings: There shall be an Annual meeting of the members of the Association at such place as may be designated, on an evening during a week in November of each year, for the election of Directors, the approval of an annual budget for the fiscal year that is about to begin, and for the transaction of such business as may come before the meeting. Notice of each Annual meeting, stating the time and place of the meeting, shall be delivered to the last known address or email of all members at least ten (10) days prior to the meeting. Attendance at the meeting shall constitute waiver of notice of the meeting.

Section 2: Special Meetings: Special meetings of the members shall be held whenever called by the Board of Directors or by the voting members having, in the aggregate, not less than ten percent (10%) of the total votes of the Robeson Meadows West Homeowners Association. The board shall convene a meeting requested by 10% of the voting members no later than 30 days after the request was received. Notice of each special meeting, stating the time, place, and in general terms the purpose or purposes thereof, shall be delivered to the last known address or email of all members at least ten days prior to the meeting. Attendance at a special meeting shall constitute waiver of notice of the meeting.

Section 3: Quorum: The presence in person or by written proxy conforming to Illinois law at any meeting twenty percent (20%) of the total votes in the Robeson Meadows West Homeowners Association shall constitute a quorum for the transaction of business, with the exception that thirty- three percent (33%) of the total votes in the Robeson Meadows West Homeowners Association shall constitute a quorum for a.) raising of the annual or special assessment beyond the maximum specified in these bylaws and b.) amending these bylaws. Unless otherwise expressly provided herein or required by the Illinois General-Not-For-Profit Corporation Act ("the Act") or the Articles of Incorporation of the Association, any action may be taken at any meeting of

the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting, which vote may be provided by proxy.

ARTICLE III

Board of Directors

Section 1: Number of Directors: The business and affairs of the Association shall be managed by a Board of Directors which shall consist of seven (7) persons (Directors), who shall be members of the Association.

Section 2: Powers & Duties: The Board of Directors shall have such powers and duties as granted to it under the Act, the Covenants and Restrictions, and these Bylaws, including, but not limited to, the following:

- (A) To provide for care and upkeep of the Subdivision including the ponds, common areas and facilities to the extent the same is not performed by members or the Champaign Park District;
- (B) To levy and collect the annual assessment and any special assessments from the members;
- (C) To designate and dismiss personnel or subcontractors necessary for the accomplishment of the management of the Association;
- (D) To propose an annual budget for approval by the membership at the annual meeting and to expend funds in accordance with the annual budget and any approved amendments thereto;
- (E) To keep detailed, accurate records of the receipts and expenditures affecting the operations of the Association;
- (F) To provide for architectural control of the lots and commons properties in the subdivision, consistent with other provisions in these Bylaws, and to enforce any and all covenants, restrictions and agreements applicable to lots within the subdivision and to adopt, amend and enforce rules and regulations; and
- (G) To enter into and enforce annual contracts to carry out the business of the Association in accordance with these Bylaws and state law.

Nothing herein shall be construed to impose any duty upon the Board of Directors collectively or individually to provide supervision, life-safety protection or life guard service over the ponds, sewers, streams or waterways of Robeson Meadows West Subdivision; the Board of Directors acting in their representative capacity shall have no duty to any member of the Association, their family members and guests for surveillance of the Subdivision or any activity or condition conducted, or located, therein. These duties are not intended to make said Board of Directors or any other member thereof an insurer or guarantor of the safety of the person or property of any member or guest located in or upon the grounds or facilities of Robeson Meadows West Subdivision. Further, nothing herein shall impose any duty upon the Board of Directors to provide care, upkeep or maintenance upon any real property or improvement upon real property

owned by any member of the Association which is not located upon the common areas of the Subdivision.

Section 4: Regular Meetings: The Board shall meet for the transaction of business at such place as may be designated from time to time. After the initial organizational meeting each year of the newly elected Board of Directors, a minimum of three regular meetings shall be held each calendar year.

Section 5: Special Meetings: Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, providing reasonable notice of such meetings shall be given to each member of the Board before the time appointed for such meetings.

Section 6: Quorum: The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors shall constitute a quorum for the transaction of business, except that a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the same from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 7: Order of Business: The Board of Directors may from time to time determine the order of business at its meetings.

Section 8: Chairman: At all meetings of the Board of Directors, the President, or in the President's absence, the Vice President, or in absence of both, a chairman chosen by the Directors present, shall preside.

Section 9: Terms of Directors: Each of the seven directors shall serve for a two year term, with staggered terms, with three directors to be elected for two year terms beginning with the November 2010 annual meeting and election, and with four directors to be elected to a one year term in the November 2010 election, and when these four director positions expire at the end of their terms in November 2011, four directors shall then be elected for two year terms beginning with the November 2011 annual meeting. Each director shall serve until his or her replacement is elected at the next annual meeting of the members of the Association at which that director's two year position is up for re-election.

Section 10: Compensation: Members of the Board shall receive no compensation for their services.

Section 11: Consent: Unless specifically prohibited by the Articles of Incorporation or Bylaws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Directors entitled to vote with respect to the subject matter thereof, or by all

members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall be the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else. Such consent may be obtained by email or other electronic means.

Section 12: Annual Report: The Board of Directors, after the close of the fiscal year, shall provide to the members an Annual Report, which shall include a.) a report on the activities of the Association, b.) an account of the financial transactions of the past year, and c.) the proposed budget for that past fiscal year. This Annual-Report shall be provided within 30 days after the close of the fiscal year by posting it online, or if it is not posted online, by mailing it via the U.S. mail postage prepaid or by email to all members.

Section 13: Vacancies on the Board: Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association or designated representative or representatives of said member to serve the unexpired term of the vacancy. If any Director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare the office vacant.

ARTICLE IV

Officers

Section 1: Executive Officers: The Executive Officers of the Association shall include a President, a Vice President, a Secretary, and a Treasurer. All officers shall be elected annually by the Board of Directors and they shall take office immediately after election.

Section 2: The President: Subject to the direction of the Board of Directors, the President shall be the Chief Executive Officer of the Association, and shall perform such other duties as from time to time may be assigned by the Board. The President shall be an ex-officio a member of all committees.

Section 3: The Vice President: The Vice President shall have such power and perform such duties as may be assigned by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that office shall be performed by the Vice President.

Section 4: The Secretary: The Secretary shall keep the minutes of all proceedings, past and present, of the Board of Directors and of all committees and the minutes of the annual meetings and special meetings of the members, as well as the corporate seal and such books and papers as the Board may direct, and shall in general perform all the duties incident to the office of the Secretary, subject to the control of the Board of Directors and the President; further, the Secretary shall also perform such other duties as may be assigned by the President or by the Board.

Section 5: The Treasurer: The Treasurer shall have the custody of all the receipts, disbursements, funds and securities of the Association and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. The Treasurer shall perform such other duties as may from time to time be assigned by the Board or the President. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties in such sum as the Board may require. The Treasurer's books shall stand for review on an annual basis.

Section 6: Subordinate Officers: The President, with the approval of the Board of Directors, may appoint such other officers, agents, and committee or advisory group chairs as the Board may deem necessary, who shall hold office at the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the Board.

Section 7: The Ridge Liaison: The Ridge Homeowners Association may designate a member of its Association to serve as a liaison to the Robeson Meadows West Homeowners Association Board of Directors. Any liaison so designated shall be a non-voting ex-officio member of the Board.

Section 8: Committees: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees and appoint Directors or such other persons as the Board designates to serve on each such committee, which committee shall have such authority and perform such duties as from time to time may be prescribed by the Board and duly recorded in the minutes for the meeting at which such authority is given. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until a successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed or unless such member shall cease to qualify as a member thereof, according to qualifications as determined by the Board. Each committee shall have two or more Directors serving on the committee, a majority of its membership shall be Directors, and all committee members shall serve at the pleasure of the Board. If a nominating committee is created, it may be composed entirely of Non-Directors. A majority of any committee shall constitute a quorum, and a majority of committee members present and voting at a meeting at which a quorum is present is necessary for committee action, which action shall then be considered to be action taken for and by the Board to the extent the action falls within the authority previously granted by the Board, and further provided that the committee reports the action it has taken to all the Directors of the Board in writing within three days of taking such action. A Board may waive this three day requirement only by the vote of a majority of the Directors of the Board approving the specific action taken.

Section 9: Advisory groups: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more advisory groups and designate members thereof. Such advisory groups shall perform such duties as from time to time may be prescribed by the Board. Each member of an advisory group shall continue as such until the next annual meeting of the members of the Association and

until a successor is appointed, unless the advisory group shall be sooner terminated, or unless such member be removed or unless such member shall cease to qualify as a member thereof, according to qualifications as determined by the Board. Advisory groups have no authority to take action for the Board, but serve purely in an advisory capacity.

Section 10: The Land Use and Review Committee shall have such authority and perform such duties as from time to time may be prescribed by the Board.

ARTICLE V

Loss of Property

Section 1: The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI

Annual and Special Assessments

Section 1: Creation of Assessments: The Board of Directors of Robeson Meadows West Homeowners Association shall have the right and power to subject the property situated in all phases of Robeson Meadows West Subdivision, except public streets, ways and parks, to an annual assessment and to special assessments. Each lot shall be subject to said assessment, and any change in the plat or tax records that may occur after the original purchase date of the lot by a member of the Association shall not effect a change in the number of lots that are subject to this annual assessment. Hence, if a member has purchased one and a half lots or two lots, that member will be subject to one and a half or two times, respectively, the amount of the annual assessment for each year thereafter, notwithstanding that the lots may subsequently be combined to form one larger lot for plat, tax, or any other purpose.

Section 2: Annual Assessment: Within 30 days after each annual meeting, each owner of lots in Robeson Meadows West Subdivision shall be assessed an annual assessment against each lot or lots for the upcoming fiscal year, and such annual assessment shall be used by the Association to create and continue a fund to be used by the Association as stated in these Bylaws. The assessment shall be payable to Robeson Meadows West Homeowners Association on or before January 1 of each fiscal year and will be delinquent when not paid by the last day of February thereafter. The annual assessments may be adjusted from year to year by the Board of Directors of Robeson Meadows West Homeowners Association as the needs of the common areas in its judgment may require, but in no event shall the assessment in any year for any one lot exceed the sum of one hundred fifty dollars (\$150), unless changed by a majority vote of a quorum of at least thirty-three per cent (33%) of the total votes of the membership at an annual or special meeting. A late charge may be assessed on delinquent assessments in an amount to be determined by the Board, but in no event less than \$25 per year per assessment.

Section 3: Special Assessments: Special assessments may be levied by the Board of Directors only in connection with capital improvements authorized by the members at an annual or special meeting at which a firm bid for any proposed capital improvement is provided for the members to review. Before the Board may authorize a capital improvement or levy any special assessment, the members must approve by the majority vote of a quorum of at least thirty-three percent (33%) of all voting members: (a) the particular capital improvement, (b) a bid to accomplish that improvement, and (c) a special assessment of up to 15% more than the bid to allow for the possibility of unexpected problems that may require additional work to complete the bid-upon improvement. The Board may levy a special assessment on less than the entire membership only if all of the members to be levied against agree to such special assessment. The Board may levy a special assessment made pursuant to the provisions of this Section 2 upon notice to the members to be levied, and such assessments shall be due and payable to Robeson Meadows West Neighborhood Association within thirty 30 days of said notice of levy, and will be delinquent when not paid within 30 days, and the consequences for delinquency that are specified for delinquent annual assessments shall apply equally to delinquent special assessments.

Section 4: Use of Assessments: The annual assessment fund may be used for the following improvements:

- (a) For lighting, improving and maintaining the street island and median areas, the common area easements, including any pond, and dedicated right of way areas maintained for the general use of the owners and occupants of land included in such subdivision;
- (b) For operating and maintaining any storm-water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the City, or State, or drainage district; and
- (c) For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the ponds and commons neat and in good order and which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in such subdivision.

Any language in these bylaws notwithstanding, the Board is not authorized to make any expenditures unless and until a proposed budget is approved by the members at the annual meeting or other meeting for that purpose, nor is the Board authorized to make any expenditures that exceed the total amount of the budget so approved.

Section 5: Creation of Lien and Personal Obligation of Assessments: Robeson Meadows West Homeowners Association shall have a continuing lien on each lot in Robeson Meadows West Subdivision to secure the payment of annual or special assessments due and to become due, and the record owners of such lots shall be personally liable for all annual or special assessments.

Upon reasonable demand, the Robeson Meadows West Homeowners Association shall furnish to any owner or mortgagee or person interested in a statement showing the amount of any unpaid assessment charges against any lot or lots.

Section 6: Non-payment of Assessments: If any regular annual or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with any interest and late charges thereon and costs of collection including reasonable attorneys' fees as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his grantees, heirs, devisees, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for an enforcement of written agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the Trustee shall not have any personal liability for the assessment, but all beneficiaries of the Trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an assignment of rents held by a mortgagee delivered in connection with the first mortgage loan to purchase the property.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury or other laws of the State of Illinois and the Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the costs of the title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in Champaign County, Illinois. The persons in possession shall be authorized to accept the summons for the owners of the lot.

No owner may waive or otherwise escape liability for the assessments provided for herein for any reason. In the event that title to any lot is conveyed to a land trust, upon the demand of the Robeson Meadows West Homeowners Association, the Trustee shall furnish the Association with a certified copy of the trust agreement and any amendments thereto, so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

ARTICLE VII

Pond Regulations

Section 1: General: All ponds in the Subdivision serve as private ponds for the use of the members of the Association and their guests. The use of the ponds shall be governed by all applicable Federal, State, County and City ordinances, laws and regulations, in addition to the regulations identified in these Bylaws and implemented by the Board of Directors as permitted herein.

Section 2: Pond Activities:

- (A) Swimming, floating, tubing, scuba diving, wading or other activities involving primary contact with the pond water are prohibited.
- (B) The use of motorized watercraft is prohibited; row boats, canoes, paddle boats and sailboats are allowed, provided that the length of the boat does not exceed 15 feet or the length of the canoe does not exceed 18 feet. The craft shall be operated and maintained in accordance with the Illinois Department of Conservation and other applicable regulations.
- (C) Fishing from the ponds will be permitted only with the use of a conventional hook and rod. Each member or guest of a member fishing in the ponds shall comply with all requirements of the State of Illinois.
- (D) Ice skating on the ponds is permitted at the risk of the individual involved in such activity and subject to guidelines established by the Board of Directors.
- (E) The use of snowmobiles on or around the ponds is prohibited.

Section 3: Authority of the Board: The Board of Directors shall have the right and power to issue additional rules and regulations implementing the guidelines set forth herein for the governing of the use of all ponds in the Subdivision.

ARTICLE VIII

Notice

Section 1: Notice: Whenever, according to these Bylaws, a notice shall be required to be given to any member or director, it shall not be construed to mean personal notice, but such notice may be given in writing, by email at the most recently provided address, or by depositing the same in a post office in Champaign County, Illinois, in a postage prepaid envelope, addressed to such member, or Director, at his or her address as the same appears on books of the Association, and the time when such notice is mailed shall be deemed the time of the giving of such notice.

Section 2: Waiver of Notice: Whenever any notice is required to be given under the provisions of these Bylaws or under the Provisions of the Articles of Incorporation or under the provisions of the Illinois General Not-for-Profit Corporation Act, 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 IX

Amendments

The provisions of these Bylaws may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission certified by the Secretary. Such change, modification, or rescission shall be approved at a meeting called for this purpose of all members entitled to vote. The presence in person or by written proxy at said meeting of at least thirty-three percent (33%) of the total votes shall constitute a quorum, and the vote of a majority of said quorum shall be required to approve said change, modification, or rescission.

ARTICLE X

Corporate Seal

Section 1: Corporate Seal: The corporate seal shall have engraved thereon the following: "Robeson Meadows West Homeowners Association -Seal-Incorporated 1995." It shall remain in the custody of the Secretary and shall be by him or her affixed to all instruments in writing requiring the corporate seal for complete execution. An impression thereof is directed to be affixed to these Bylaws.

ARTICLE XI

Fiscal Year

The fiscal year of the corporation shall begin on the 1st day of January and shall terminate on the 31st day of December of each year.

IN WITNESS WHEREOF, these Bylaws were approved and adopted by a meeting of the Board of Directors of the Association held on the 21st day of October, 2010.

Brant Houston
President, Robeson Meadows
West Homeowners Association

Julia Schmidt
Secretary, Robeson Meadows