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By-Laws of The Chesterfield Homeowners Association Inc.

ARTICLE I Name and Location

The name of the corporation is The Chesterfield Homeowners Association, Inc., an Illinois not-for-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall initially be located in Schaumburg, Illinois, but meetings of the members and the Board may be held at such places within the State of Illinois, County of Kane, as may be designated by the Board.

ARTICLE II Definitions

Except as expressly defined herein, all capitalized terms are used in these By-Laws with the same meaning as such terms are used elsewhere in the Declaration.

ARTICLE III Meetings of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held upon ten (10) days' prior written notice given by Declarant to the members. Said first annual meeting shall be held no later than the first to occur of the following events (unless otherwise required by any entity that is a federal agency or is federally related and is insuring, guaranteeing or holding a mortgage on a Dwelling):

- (a) in the event all of the Add-On Property has been subjected to the terms of the Declaration, on the 75% Date;
- (b) in the event less than all of the Add-On Property has been subjected to the terms of this Declaration, five (5) years after the 75% Date, unless any portion of the Add-On Property' is subjected to the terms of this Declaration after the 75% Date and prior to the expiration of the five (5) year period that, when including such portion of the Add-On Property, causes less than seventy-five percent (75%) of the then existing Lots to be sold and conveyed by Declarant to purchasers.'
- (c) ten (10) years after the date the first Lot is conveyed by Declarant to a third party purchaser; or

- (d) upon written notice of election by Declarant sent to the Association as of the date specified in said notice.

Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the members may be called at any time after the first annual meeting by the president of the Association, the Board, upon written request of the members who are entitled to vote a total of one-fourth (1/4) of the total votes of the Class A membership or upon request of the Class B membership.

Section 3. Notice of Meetings. Except as may be otherwise provided by the Declaration, written notice of each meeting of the members shall be given by, or at the direction of the secretary of the Association or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than thirty (30) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, and/or of proxies entitled to cast, ten percent (10%) of the total votes of each class of membership shall constitute a quorum for any action, except as otherwise provided by law, in the Articles of Incorporation, the Declaration or these By-Laws. If a quorum is present, the affirmative vote of a majority of the total votes present, either in person or by proxy, shall be the act of the members, unless otherwise provided by law, in these By-Laws or in the Declaration. If, however, such quorum shall not be present or represented at any meeting, a majority of those members present in person or by proxy may adjourn the meeting to another time, but may not transact any other business. The adjournment shall specify the date for the adjourned meeting, which shall not be more than thirty (30) days from the date of said initial meeting.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Voting Rights. The Association has two (2) classes of voting membership, which classes of membership are more specifically described in Article III of the Declaration.

ARTICLE IV
Board of Directors; Selection; Term of Office

Section 1. Number. The affairs of the Association shall be managed by the Board. Until the first annual meeting of the members, the Board shall consist of three (3) directors designated by Declarant.

Section 2. Election. At the first annual meeting of the members, the members shall elect five (5) directors, Two (2) directors shall be elected for a term of one (1) year and three (3) directors for a term of two (2) years. At each annual meeting thereafter, the members shall elect the vacancies for directors as they come due on the expiration of a director's term for a term of two (2) years. Directors may succeed themselves.

Section 3. Removal. From and after the first annual meeting of the members, any director may be removed from the Board, with or without cause, by a document signed by the members having not less than seventy-five percent (75%) of the total vote of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve until the time of the next election of directors. In the event that the term of the directorship vacated as above shall not have expired at the time of the next election following the appointment of a successor by the remaining Board members as provided above, in addition to the directorships normally to be filled at that election, the members shall also elect a director to serve the remaining unexpired term of the directorship vacated.

Section 4. Compensation. No Director shall receive compensation for any service he or she may render to the Association; provided, however, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board shall be made from the floor at any applicable annual meeting. Such nominations may be made from among members only. The Board may also solicit candidates for up to sixty (60) days prior to the annual meeting, and place the names of the candidates in nomination before the annual meeting by written notice to the Members.

Section 2. Election. 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, as many votes as

they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

ARTICLE VI Meetings of Directors

Section 1. Annual Meetings. Annual meetings of the Board shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. The majority of the number of directors then constituting the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board.

Section 4. Voting. Each member of the Board shall have one (1) vote.

ARTICLE VII Powers and Duties of the Board of Directors

Section 1. Powers. The Board shall have the power to:

- (a) Perform, exercise, transact, permit or consent to any and all actions or functions which the Board deems necessary or appropriate to enforce, abide by or act in accordance with the terms and provisions of the Declaration, including, without limitation, the power to engage or contract for the services of others, and make purchases for the maintenance, repair, replacement and operation of those facilities which The Association is obligated or permitted to maintain pursuant to the Declaration;
- (b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment or other expenses levied by the Association;
- (c) Exercise any and all powers and duties permitted by the Illinois General Not-For-Profit Corporation Act, as amended, and the Declaration; and
- (d) Procure and maintain any insurance which the Board deems necessary or appropriate to protect the Association, its Board, officers, members,

agents, employees and other similarly situated individuals from any and all claims, liabilities, expenses, costs, damages or causes of action.

Section 2. Duties. It shall be the duty of the Board to:

- (a) Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement Thereof to The members at the annual meetings of the members or at any special meeting when such statement is requested in writing by sixty percent (60%) of the Class A members who are entitled to vote;
- (b) Supervise all officers, agents and employees of the Association and see That Their duties are property performed;
- (c) Fix the amount of the assessments against each Lot as provided in the Declaration, and foreclose The lien against any Lot for which assessments are not paid after the due date or bring an action at law against the Owner personally obligated to pay the same;
- (d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;
- (f) Cause the Association to maintain those portions of the Property which it is obligated or permitted to maintain pursuant to the terms of the Declaration;
- (g) Pursuant to the Declaration, procure and maintain insurance which the Board deems necessary or appropriate to protect the Association, its Board, officers, members, agents, employees and other similarly situated individuals from any and all claims, liabilities, expenses, costs, damages or causes of action; and
- (h) Maintain at all times monies for contingencies and replacements in an amount deemed reasonably necessary to be utilized as the Board deems appropriate for repairs, improvements, maintenance or other needs.

ARTICLE VIII
Officers and Their Duties

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president who shall at all times be members of The Board, a secretary and a treasurer and such other officers as the Board may determine from time to time.

Section 2. Election of Officers. The election of officers shall take place at each annual meeting of the Board.

Section 3. Term. The officers of The Association shall be elected annually by The Board and each shall hold office for one (1) year unless any such individual shall sooner resign) or shall be removed or otherwise be disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as The affairs of The Association may require, each of whom shall hold office for such period, have such authority and perform such duties as The Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, The president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified Therein, and unless otherwise specified therein, The acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by The same person. The president may not hold any other office.

Section 8. Duties. The duties of the officers shall be those usually vested in their respective office for a not-for-profit corporation, including, but not limited to, the following:

- (a) President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts and other written instruments; and shall co-sign all checks and promissory notes;
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by The Board;
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of The Association and affix it on all papers requiring said

seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association, together with their addresses; and shall perform such other duties as required by the Board; and

- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of The Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause all annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy thereof to each of the members.

ARTICLE IX Committees

The Board shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE X Not-For-Profit Status

Neither the Board, The Association nor The members shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in these By-laws and in the Declaration and shall be deemed to be held for the benefit, use and account of all the members.

ARTICLE XI Indemnification

Section 1. Actions other than by or in the Right of the 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 he or she is or was a director, officer, employee or agent of The Association, or who is or was serving at the request of the Association as a director, officer, employee or agent of another Association, 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 he or she 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 his conduct was unlawful. The

termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nob 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 he or she reasonably believed to be in, or not opposed to the best interests of the Association or, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 2. Actions by or in the Right of the 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, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association, provided that no indemnification shall be made with respect to any claim, issue, or matter as to which such person has been adjudged to be liable for negligence or misconduct in the performance of his 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 as the court shall deem proper.

Section 3. Authorization of Indemnification. 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 (1) 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 (2) if such a quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, by advice of independent legal counsel in a written opinion, or (3) by the members entitled to vote. In any determination denying indemnification, the burden of proof shall be on the Association to prove by clear and convincing evidence that indemnification should not be allowed.

Section 4. Payment of Expenses in Advance. Notwithstanding any other provisions of this Article, expenses incurred in defending a civil or criminal action, suit or proceeding shall, unless the board of directors determines otherwise, be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an understating by or on behalf of the director, officer, employee or agent to repay such amount, if it shall ultimately be determined that he or she is not entitled to be indemnified by The Association as authorized in this Article.

Section 5. Successful Defenses. Notwithstanding any other provisions of this Article to the extent that a director, officer, employee or agent of the Association 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 attorneys' fees) actually and reasonably incurred by such person in connection therewith.

Section 6. Provisions Not Exclusive. The indemnification and advancement of expenses provided by or granted under the other Sections of this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any by-law, agreement, vote of members or disinterested directors, or otherwise, both as to action in his 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, or who is or was serving at the request of the Association as a director, officer, employee or agent of another Association, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the Association 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 to a director, officer, employee or agent, the Association shall report the indemnification or advance in writing to the members entitled to vote with or before the notice of the next meeting of the members entitled to vote.

Section 9. Definitions. For purposes of this Article, references to "the Association" shall include, in addition to the surviving corporation, 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, and 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 corporation as such person would have with respect to such merging corporation if its separate existence had continued.

For purposes of this Article, references to "other enterprises" shall include employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Association" shall include any service as a director, officer, employee or agent of the Association which imposes duties on, or involves services by such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries. A person who acted in good faith and in a manner he or she reasonably believed to be in the best interests of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interest of the Association" as referred to in this Article.

Section 10. Continuation of Rights. The indemnification and advancement of expenses provided by or granted under this Article shall, unless otherwise provided when authorized or ratified, 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 that person.

Section 11. Payments a Business Expense. Any payments made to any indemnified party under these By-Laws or under any other right to indemnification shall be deemed to be an ordinary and necessary business expense of the Association, and payment thereof shall not subject any person responsible for the payment, or the board of directors, to any action for corporate waste or to any similar action.

ARTICLE XII Amendment

These By-Laws may only be amended by the Association in the same manner as provided in the Declaration for the amendment of the Declaration.