

Revised February 13th, 2013_____

**BY-LAWS
OF THE
FOREST RIDGE ESTATES HOMEOWNERS ASSOCIATION
OF SPRING GROVE, ILLINOIS**

**Article One
Name**

Section 1

The name of this organization shall be the FOREST RIDGE ESTATES HOMEOWNERS ASSOCIATION of Spring Grove, Illinois a Not For Profit Corporation, (hereinafter referred to as the Association).

Section 2

The Association has elected officers and directors/members-at-large of the Association (hereinafter referred to as the Board).

Section 3

The organization shall have a seal which shall be in the following form:

SHOW (EMBOSS) SEAL

**ARTICLE TWO
PURPOSE**

The purpose of this Board shall be to perform those activities necessary for the implementation, operation and maintenance of the common elements and enforcement of covenants, with said covenants, recorded on the 11th day of February, 2011 as Document #2011R0007333. In addition, the Board shall have the purpose to maintain the landscape easements as recorded with McHenry County.

**ARTICLE THREE
DEFINITIONS**

Section 1

Common Element:

Shall be defined as outlet B and the landscape easement as defined in the plat of survey.

Section 2

Covenants:

The Forest Ridge Estates Declaration of Covenants, Conditions and Restrictions.

Section 3

Homeowners Association:

All purchasers of lots are required to be members of the FOREST RIDGE ESTATES HOMEOWNERS ASSOCIATION of Spring Grove, a not for profit corporation organized under the laws of the State of Illinois. Purchase of any lot is an implied consent and an automatic request for membership in such organization, including the express consent to pay for any and all dues and special assessments as approved by the Association. New homeowners/lot owners are required to pay an initial \$200.00 transfer fee to the Association on or prior to the closing of the property.

Section 4

Landscape Easement:

The common entrance on Clark Rd. and the landscape easements along North Solon Rd and Clark Rd. as defined in the plat of survey.

Section 5

Lot:

The part of a subdivision occupied or to be occupied by one and only one principal building and one and only one permitted accessory building. The lots are described as shown on the recorded plat of subdivision.

Section 6

Property:

All the land, property and space comprising lots and all improvements and structures erected, constructed or contained therein or thereon, including the buildings, easements and all fixtures.

Section 7

Subdivision:

Division of any tract of land into two or more lots, plots or other division of land for the purpose, whether immediate or future, of buildings for sale and includes all changes in streets or lot lines.

Section 8

Quorum:

A simple majority of Board Members.

**ARTICLE FOUR
MEMBERSHIP**

Section 1

Each property owner shall be a member of this Association allowing one (1) vote per lot.

Section 2

Only members in good standing (all past and present dues paid and no existing liens) shall be allowed to vote.

Section 3

All present or future owners, tenants, future tenants, shall be subject to the provisions of the Covenants and these By-Laws. The acquisition of the property will signify that the Covenants and these By-Laws are accepted, ratified and will be complied with.

ARTICLE FIVE BOARD OF DIRECTORS

Section 1

a. The Board shall consist of a President, a Vice-President, a Secretary, a Treasurer and one

(1) Director/Member at Large. The board shall perform the duties prescribed by these By- Laws and by the parliamentary authority adopted by the Board.

b. All Board Members shall have the responsibility to review all contracts and financial obligations.

Section 2

After the first year of 2008, the second election shall be held at the annual meeting which is

the third Monday in March of 2010 to elect the Vice-President and Secretary and one (1) Director for a two (2) year term. At the third annual meeting in March of 2011 the election shall be held to elect the President and Treasurer for a two year term. The President and Treasurer will be elected for a two (2) year term in odd number years and Vice-President and Secretary for a two (2) year term in even number years. The Director/ Member-At-Large shall be elected for a two (2) year term in even years.

- The President and Treasurer shall be elected from among the membership, and shall serve for two (2) years or until their respective successors are elected according to the first paragraph in Section 2.
- The Vice President and Secretary shall be elected from among the membership and shall serve for two (2) years or until their respective successors are elected according to the first paragraph in section 2.
- The Director/ Member-At-Large shall be elected from among the membership and shall serve for two (2) years or until a respective successor is elected according to the first paragraph in section 2.

Section 3

Candidates for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

Section 4

No member shall hold more than one office at a time.

Section 5

To fill vacancies on the Board, the remaining members of the Board shall fill the vacancy by a majority vote to complete the unexpired term. If no eligible homeowners are available to fill the vacancy, the Board will proceed without the position being filled. The vacant member's duties will be distributed among the remaining members.

Section 6

Applications shall be accepted no less than thirty (30) days prior to the annual meeting by

any member wishing to apply for either office being filled or a Director/Member-at-large position to be elected at that time.

Section 7

Any Board Member missing (3) consecutive regular meetings of the Board of Directors, without due cause, may be dropped from the Board and the vacancy filled as described in Section 5 of this Article.

Section 8

Any Board Member may be removed for failure to perform the required duties or for acting contrary to the best interests of the Association. Removal of any Board Member shall require a majority vote of the entire. Any removed Board Member shall be entitled to reconsideration of the removal at the Board's next meeting upon petition to the Board.

ARTICLE SIX INDEMNIFICATION OF BOARD MEMBERS

Section 1

The Association shall indemnify and hold harmless each present and former board member

from liability incurred as a result of the good faith discharge of his/her duties.

-

1. **Insurance:** The Association shall purchase and maintain at all times hazard insurance against loss or damage from all perils for all Forest Ridge Estates Association common areas including entranceway signage, and improvements (constructed buildings). The insurance shall cover 100% of the current replacement costs for all of the above mentioned items as determined by the Association with the assistance of the insurance company providing the coverage. The policy shall require the insurer to notify the Association, in writing, at least thirty (30) days before the insurer cancels or substantially changes the coverage.

2. The Association shall purchase and maintain, at all times, a comprehensive general liability insurance policy covering all Association common areas and all other areas that are under its supervision. The liability insurance shall cover against liability to the public or lot owners, their guests and invitees relating in any way to the ownership, operation, maintenance and/or use of the Association common element. Such insurance policy shall contain a “severability of interest endorsement” or equivalent coverage which precludes the insurer from denying claims of a Lot Owner because of negligent acts of the Association or other Lot Owner. Limits of liability shall be at least two million dollars (USD) (\$2,000,000), per occurrence; four million dollars (USD) (\$4,000,000) aggregate covering all claims for a personal injury and/or property damage arising out of a single occurrence. Coverage under this policy shall include legal liability arising out of losses related to employment contracts of the Association. Directors and Officers liability coverage shall be a minimum of two million dollars (USD) (\$2,000,000). The policy shall require the insurer to notify the Association, in writing, at least thirty (30) days before the insurer cancels or substantially changes the coverage.

3. **Bonding:** Fidelity bonds or Employee Dishonesty insurance will cover against dishonest acts on the part of such person or persons (including by way of illustration and not limitation, Association members, officers, directors, managers, agents, employees, and volunteers) handling or responsible for funds belonging to or administered by the Association shall be maintained by the Association. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association at any time while the bond or insurance coverage is in force. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any person or persons who serve without compensation shall be added to if the policy would not otherwise cover volunteers. The policy shall require the insurer to notify the Association, in writing, at least thirty (30) days before the insurer cancels or substantially changes the coverage (including cancellation for nonpayment of premium).

ARTICLE SEVEN DUTIES OF OFFICERS

Section 1

The President shall:

- Preside at all meetings of the Board and the Association.
- Appoint the members to serve on the standing and special committees of the Board.
- Sign, or co-sign with the Treasurer, any instruments which the Association has authorized to be executed.
- Cast a vote on matters before the Board in the event of a tie vote.
- Issue and/or approve any mailings such as an Association newsletter.
- Serve as the main spokesperson for the Association.

- Perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time, provided, however, those duties are consistent with these By-Laws.

Section 2

The Vice-President shall:

- Perform the duties of President in the event of the President's absence, or in the event of the President's inability or refusal to act.
- Perform such other duties as may be assigned by the Board, provided, however, those duties are consistent with these By-Laws.

Section 3

The Secretary shall:

- Record, provide, post or publish and maintain the minutes of each Board and Association meeting and bring these minutes to all meetings of the Board and the Association.
- Act as custodian of the records of the Board.
- Provide, post or publish all notices in accordance with the By-Laws or as required by law.
- Act as custodian of the seal of the Association and protect this instrument from damage or misuse.
- Perform all duties incident to the office of Secretary and such other duties as may be assigned by the Board, provided, however, those such duties are consistent with these By-Laws.

Section 4

The Treasurer shall:

- Be bonded. Any bonding fee will be paid for by the Association.
- Receive moneys on behalf of the Board, act as custodian of the Forest Ridge Estates Homeowners Association of Spring Grove funds, and make expenditures from the funds as authorized by the Association.
- Two Board member signatures, IE: President and Treasurer are required on all checks. In the absence of either, the Secretary shall act as the secondary co-signer.
- Perform all duties incident to the office of Treasurer and such other duties as may be assigned by the Board, provided, however, those such duties are consistent with these By-Laws.

ARTICLE EIGHT COMMITTEES

Section 1

The Standing committees of the Association shall be the Architectural Committee.

Members must be current members of the Association Board.

- The Board may establish any other standing or special committees as it may deem necessary to effectuate the business of the Association. The duties of such committee shall be specified at the time the committee is established and may be modified from time to time. All members of these standing or special committees must be current members of the Association and in good standing. Each committee shall have a chairperson elected by committee members.

ARTICLE NINE MEETINGS

Section 1

The annual meeting of the Association shall be held on the third Monday of March each year, unless otherwise ordered by the Board. Meetings may be adjourned to a subsequent date if deemed necessary by the Board. The election of officers shall be performed at such meeting in addition to any other business before the Board. The annual budget shall be approved at the December Board meeting.

Section 2

Special or emergency meetings may be called by the President or upon the written request of two (2) officers of the board. The purpose of the special or emergency meeting shall be stated in the call. No business other than that identified in the call shall be conducted at a special or emergency meeting. Except in cases of emergency, at least seven (7) days notice shall be given. Notice of emergency meetings shall be given with as much notice as possible. The notice shall include the time, date, location and purpose of the special or emergency meeting. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote at such meetings addressed to each person at the address given by him to the Board for the purpose of service of such notice, or to the Owner with respect to which such voting right appertains, if no address has been given to the board.

Written notice of any additional membership meeting shall be mailed or delivered as herein provided giving Property Owners no less than ten (10) and no more than thirty (30) days notice of the time, place and purpose of such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

Section 3

A majority of the property owners present at the annual meeting, either in person or through proxy, shall constitute a quorum. Meetings of voting members shall be held at the Richmond Township Office, or at such other place as may be designated in any notice of meeting.

Section 4

Votes may be cast **only** by a member in good standing.

Section 5

The purposes of the Association meetings are:
Elections, budget and any other items of importance to be discussed at the Richmond Township Office in Spring Grove, on the third Monday of each month, unless otherwise notified. Board working meetings can be held as required.

ARTICLE TEN POWERS AND DUTIES

Section 1

The powers and duties of the Board shall also include, but not be limited to the following:

- Preparation, adoption, and distribution of the annual budget for the Association.
- Collection of assessments from Property Owners.
- Annual assessments and special assessments shall be made and collected as provided in the Covenants, and said provisions of the Covenants, and said provisions of the Covenants are incorporated herein by reference.
- All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.
- Contract and dismissal of the personnel necessary or advisable for the maintenance and operation of the common elements.
- Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Association.
- As more fully provided in the Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. **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, it shall be considered delinquent.** Any filing fees and costs and reasonable attorney fees of any such action, plus cumulative interest shall be added to the amount of the assessment. No owners may waiver or otherwise escape liability for the assessments. In the event, the association is unable to collect said assessments after their due diligence; a lien will be recorded on the delinquent homeowner.
- The Board shall have no authority to forbear the payment of assessments by any lot owner.
- The Board shall review all documents from KLM in regard to contracts, specifications, wet land permits, building permits and disclose liens and law suits and enforce as needed.
- The Board shall have and exercise all powers as are or may hereafter be granted by the General not-for-profit Corporation Act of the State of Illinois, the Covenants and these By-Laws.
- The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.
- The Board shall have the authority to approve by a simple majority sponsorship and contributions to any Association social event.
- The Board shall have the authority to approve by a simple majority, payment for mileage of more than five (5) miles (one way) for official Forest Ridge Estates Homeowners Association of Spring Grove business at the published rate stated by the IRS for the current calendar year.

ARTICLE ELEVEN ADMINISTRATION

Section 1

The location of the principal offices of the Board and the location for meetings of the Association or its committees shall be as determined by the Board or its committees.

Section 2

The fiscal year of the Association shall commence April 1 and end on March 31.

Section 3

The annual budget shall be presented by the Board, to be adopted by the Association at the December meeting. Each budget shall not exceed an increase of **20%** of the previous year's budget. Special assessments will not be taken into consideration when determining the percentage increase.

ARTICLE TWELVE ASSESSMENTS

Section 1

Each property owner shall pay to the Association a yearly assessment fee per lot, as voted by the Association. The Board shall estimate the total amount necessary to pay the cost of services and expenses which will be required during the following fiscal year for the rendering of all services, together with a reasonable amount for contingencies. The annual assessment shall be due on or before the first day of April each year.

Section 2

On or before each annual meeting, the Board shall supply to all property owners an itemized accounting of all expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves, if any.

Section 3

Reserves may be kept in Certificates of Deposit or interest bearing accounts. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, may be charged first against such reserve. If the estimated cash requirements prove inadequate for any reason, the Board may at any time impose a further assessment, upon a simple majority approval of the Homeowners.

Section 4

The Treasurer of the Association shall keep a record of levied and collected assessments, including general and special, due and payable to the Association by each Lot owner.

Section 5

Any person who desires to obtain a record of the assessments due and payable by any lot owner, for any good and sufficient reason, including but not limited to, the examination of the title thereof in connection with a purchase, sale or financing, may obtain a copy of the assessments due and owing by a lot from the Treasurer.

Section 6

In regards to the sale of property, upon oral or written request by the owner of the lot or lots, or by the prospective purchaser of such lot or lots, or by the attorney of either, the Treasurer shall furnish a certificate in writing signed on behalf of the Association, its successors or assigns, certifying either that all assessments levied by the Association on a specified lot or lots have been paid or enumerating therein all assessments and interest thereon which remain unpaid. Such certificate shall be conclusive evidence as to a lender or bona fide purchaser for value of payment of all assessments levied by the Association other than those enumerated therein as remaining unpaid. A fee for this service may be assessed by the Board.

Section 7

In the event that the request for a certificate pursuant to Section six (6) above is mailed by certified mail, with a restricted return receipt requested, and such request actually is received by the Treasurer, as evidenced by the return receipt therefore, the failure of the Association to furnish such certificate to the requesting party at the address stated in such written request shall result in any such unpaid assessment being unenforceable against any lender or bona fide purchaser for the value who shall act in reliance upon the failure of response by the Association.

Section 8

All current and future homeowners may obtain via the website (www.myforestridge.org) copies of the By-Laws and Covenants. In addition, copies of any amended, changed, or repealed By-Law or Covenant may be obtained from the Board Secretary. In the event that a homeowner is unable to obtain a copy of the By-laws/Covenants from the website, the Board Secretary will provide same for a fee of twenty five (\$25.00) dollars for each copy.

ARTICLE THIRTEEN

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Section 1

All Property Owners were, upon closing, issued a copy of The Covenants which apply to the purchased lot/property. All lot/property owners, by purchasing a lot/property in Forest Ridge, automatically are members of forest Ridge Estates Homeowners Association and agree to comply with said Covenants and By-Laws.

Section 2

Vote to change, amend, or repeal The Covenants or parts thereof would require a simple majority vote of fifty one (51%) percent of the members in good standing. This action may be taken at the annual meeting or at a special meeting for which written notice of the purpose shall be given. Notice of aforementioned purpose must be given at least 30 days, but not more than 60 days prior to such meeting.

Section 3

The Architectural Committee has final approval for compliance with the Covenants to any project, addition to an existing structure, which is external or on the homeowner's lot. The Architectural Committee, in conjunction with the Board collectively shall make the final decision. The Spring Grove Building Department will not issue a building permit without the written consent of the Association Board. Architectural approval by the Forest Ridge Estates HOA Board shall constitute compliance with the Covenants and By-Laws and shall not be construed as compliance with governing Village Ordinance or building codes. The Board shall have the right to enforce said Covenants.

Section 4

In the case of failure of a Lot Owner to comply with the terms and provisions contained in these By-Laws, or in The Covenants, the following relief shall be available:

- The Association, an aggrieved Lot owner or owners within the Subdivision on behalf of the Association, or any Lot Owner on behalf of all the Lot owners within the Subdivision shall have the right to bring an action and recover sums due, damages, injunctive relief, and/or such other and further relief as may be just and appropriate.
- The Association, upon compliance with the notice and hearing provisions specified herein, shall have the right to remedy the violation and assess the costs of remedying same and impose sanctions against the offending lot/property owner as a special assessment. If any legal assistance is required on behalf of the Association, a minimum of \$175 plus filing fees as required by McHenry County will be assessed to the violator. In addition, all legal fees shall be assessed to the violator. The Association shall not alter or demolish any items of construction without prior court approval.
- If the violation is the nonpayment of any general dues or special assessment by the due date shown on the related invoice, the Board of Directors has the right to:
 - i) Suspend the Owner's voting rights for any period during which the general dues or special assessment against such lot is unpaid
 - ii) Immediately place a lien on such lot at such dollar amount as defined in the Covenants
- The remedies provided by this Article are cumulative, and are in addition to any other remedies provided by law.
- The failure of the Association or any Person to enforce any restriction contained in these By-Laws, or the Covenants, shall not be deemed to waive the right to enforce such restrictions thereafter as to the same violation or subsequent violation of similar character.

• 1. **Notice:** In the event a rule or restriction contained in the By-Laws, or The Covenants of Forest Ridge Estates Homeowners Association, or a rule or regulation adopted pursuant thereto is violated (other than for nonpayment of general dues or special assessments), the Board of Directors shall serve the violator and owner with written notice sent by certified and conventional mail with a restricted return receipt requested to the violator and owner, (at the lot/property address or at any other address or addresses that the owner may have designated to the Association in writing), which shall contain: (i) The nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, telephone number and e-mail address of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within seven (7) days of the date of the notice. If a challenge is not made, the sanction shall be imposed not less than seven (7) days from the date of the notice.

2. **Hearing:** If the alleged violator challenges the proposed action within the time period allowed, a hearing before the Board of the Association shall be held in executive session affording the alleged violator a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall not be less than seven (7) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and sanction, if any, imposed.

3. **Additional Enforcement Rights.** Notwithstanding any other provisions in the By-Laws or The Covenants to the contrary, the Association, acting through its Board of Directors, may elect to enforce any provision of the By-Laws or the Covenants and Restrictions or the rules and regulations by self-help or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the owner or occupant responsible for the violation for which abatement is sought shall pay all costs, including, but not limited to, attorney's fees and court costs incurred.

ARTICLE FOURTEEN PARLIAMENTARY AUTHORITY

The Board shall maintain the following records of the Association available for examination and copying at convenient hours of weekdays by the Property Owners or their mortgagees or their duly authorized agents or attorneys.

Section 1

Copies of the recorded Covenants and By-Laws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association and its Board shall be available.

Section 2

Detailed accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, and copies of all contracts, leases or other agreements entered into by the Association shall be maintained.

Section 3

The minutes of all meetings of the Association and the Board shall be maintained. The association shall maintain these minutes for a period of not less than seven (7) years.

Section 4

Ballots for all elections to the board and for any other matter voted on by the Property Owners shall be maintained for a period of not less than one (1) year.

ARTICLE FIFTEEN AMENDMENTS

The power to alter, amend, or repeal the By-Laws or adopt new By-Laws shall require a simple majority vote of fifty one percent (51%) of the Board of Directors. Such action may be taken at a regular or special meeting. The By-Laws may contain any provisions for the regulation and management of the affairs of the Association not inconsistent with law, the articles of incorporation, or the Covenants.

**ARTICLE SIXTEEN
ADOPTION**

The undersigned, the Board of Directors of the Association and members of the Association, hereby adopt these By-Laws of the Forest Ridge estates Homeowners Association of Spring Grove.

<u>Todd Ippen</u>	
Todd Ippen , President	
<u>Karen Bruns</u>	
Karen Bruns , Vice-President	Date
<u>ANDY GERYOL</u>	
ANDY GERYOL Treasurer	Date
<u>Tom Straley</u>	
Tom Straley , Secretary	Dates
<u>RICH QUINN</u>	
RICH QUINN , Member	Date

Adopted: February 13th, 2013