

WEAVERRIDGE MASTER HOMEOWNERS ASSOCIATION BY-LAWS

1. **NAME:** The name of this association is WEAVERRIDGE MASTER HOMEOWNERS ASSOCIATION, hereafter called "The Association". The Master Association is subdivided into the following individual associations: Estate, Golfview, Patio, Vista, and Villa, (individually the "Individual Association" and collectively the "Individual Associations"). Additional Individual Associations may be added as they form, elect trustees and petition the Master Association for membership. The Individual Associations shall adhere to and be governed by The Association By-Laws, but shall also be governed by their individual and separate Covenants and Restrictions, and may adopt whatever additional By-Laws, Rules and Regulations deemed necessary, as long as they do not conflict with any Covenants and Restrictions of The Association or Individual Associations and The Association By-Laws. The Association shall not be bound by or held liable for any actions, inactions, or decisions by the Individual Associations.
2. **OBJECTIVE:** The objective of these By-Laws is to create through joint efforts of all owners in WeaverRidge Subdivision in Peoria, Illinois, an exemplary community that can live in harmony with the beauty and serenity of the area and with each other. These By-Laws are not intended to replace the Covenants and Restrictions of either The Association or Individual Associations.
3. **ELIGIBILITY AND MEMBERSHIP:** All record lot owners in WeaverRidge Subdivision in Peoria, Illinois, are members of The Association. All members of The Association are subject to annual and special dues as approved by the association board ("The Association Board"), and shall abide by the Covenants and Restrictions, Rules and Regulations and By-Laws of The Association. Members who fail to abide by the above shall be subjected to penalties as deemed appropriate by The Association Board.
4. **TRUSTEES:** Each of the Individual Associations in WeaverRidge Subdivision shall elect trustees according to their Individual Associations' Covenants and Restrictions, two of whom shall serve on The Association Board. Each Individual Association shall have two votes on The Association Board, whether in person, or by written proxy. Election and duties of the Trustees shall be specifically defined by the Individual Associations of each area.
5. **OFFICERS:** The officers of The Association shall be: President, Vice President, Secretary, and Treasurer. All officers shall be elected from members of The Association Board. Any two offices, other than President and Treasurer, may be held by the same person.
6. **ELECTION OF TRUSTEES AND OFFICERS:** Each Individual Association shall announce the results of its Trustee election at the May Association meeting,

stating the representatives for the Master Board. A nominating committee consisting of three Association members appointed by the President at the May board meeting shall report nominees for each office at the June board meeting. Officers shall be chosen by majority vote of The Association Board and shall serve for a term of one (1) year or until their successor is elected and installed.

7. **DUTIES OF THE ASSOCIATION BOARD:**

- (a) Formulate a budget based on the estimated annual expense of The Association for the maintenance of the Common Areas, insurance, and other costs with a reasonable reserve.
- (b) Pay bills of The Association, and maintain accounts and books of record in accordance with standard accounting practices.
- (c) Procure insurance, including, but not limited to, Directors and Officers, and public liability insurance over the common area. The Individual Associations may purchase any other insurance they deem necessary for their own protection.
- (d) Sell, lease, and grant easements over The Association property by a vote of three-quarters of the members of the Association, provided, however, that no votes on this section shall be taken without thirty (30) days advance notice to all members.
- (e) Enter into contracts to effectuate the purposes of these By-Laws.
- (f) Assess fees against the lot owners in the subdivision for the operational costs and projects of The Association, including charges for late payments.
- (g) Employ on behalf of The Association such maintenance or service personnel as may be required to provide for the Common Areas, and such legal, accounting, or other professional services, as may be required by The Association, including the services of a manager or managing agent.
- (h) Adopt reasonable rules and regulations concerning the use and maintenance of the Common Areas and the use of lots within the subdivision in accordance with the By-Laws and the Covenants and Restrictions of the various areas.
- (i) Be responsible for the Common Areas (pool, tennis courts) and 50% of the landscaped area at the entrance to the Subdivision.
- (j) Bring suit to enforce compliance with any of the Covenants and Restrictions and By-Laws of The Association in its own name and on its own behalf.

8. **DUTIES OF THE ASSOCIATION BOARD OFFICERS:**

- (a) The President shall be the Chief Executive Officer and the official spokesperson of The Association and shall have general supervision of the affairs of The Association. The President shall preside over all meetings of The Association Board and The Association. The President shall appoint whatever committees, including Standing Committees (except for the Architectural Committees, which are under the jurisdiction of the Individual Associations), as are necessary for the proper functioning of The Association, and shall be ex-officio member of all committees. The

President shall see that all rules, orders, and resolutions of The Association Board are carried out.

- (b) The Vice President shall perform the duties of President in the event the President is unavailable, unwilling, or unable to carry out the duties of the office. The Vice President shall also serve as parliamentarian.
- (c) The Secretary and/or its agent shall keep minutes of the proceedings of all meetings of The Association and The Association Board, and shall maintain a record of the names of all members of The Association, and publish the minutes of the previous meeting, and an agenda for the next meeting.
- (d) The Treasurer and/or its agent shall have charge of all funds of The Association, shall deposit them into appropriate bank accounts, and shall disburse such funds as directed by The Association Board. The Treasurer and/or its agent shall keep proper books of account and report the state of the treasury at each regular meeting.

9. **MEETINGS:**

- (a) The Association shall have an annual meeting at which time the main order of business will be the budget. Notice of the annual meeting shall be provided to all members of The Association at least fourteen (14) days in advance. Special Association meetings may be called at any time by the President or any three Association Board members provided all The Association members are notified and the purpose of the meeting is stated. Except in an emergency, at least one week's notice shall be given for each special meeting called.
- (b) The Association Board shall meet monthly. Executive sessions of the Association Board may be called at any time by the President or any three Association Board members, provided all The Association Board members are notified and the purpose of the meeting is stated. All of The Association Board meetings, other than Executive Sessions, are open to all Association members.

10. **MEMBER PARTICIPATION:** Only The Association Board members shall cast votes at meetings of the Association Board. Association members are encouraged to ask questions and participate in discussions when recognized by the presiding officer. Association members are encouraged to keep current with affairs of The Association, and contact their Association Board members to express their wishes or complaints. Information on The Association and its activities shall be posted on The WeaverRidge website.

11. **PROVISIONS RELATING TO OFFICERS AND BOARD**

- (a) All Officers shall be elected from The Association Board and shall continue to represent their area as Association Board Members.
- (b) A minimum of 51% of The Association Board members shall constitute a quorum for conducting business.

- (c) No Officer or Association Board member shall commit The Association to any non-budgeted financial obligation without majority Association Board approval.
- (d) No Officer or Association Board member shall receive compensation for duties, services, or advice rendered to The Association as an Officer or Board Member; however, upon The Association Board approval, certain out-of-pocket expenses may be reimbursed.

12. **COMMITTEES:** The Committees shall be appointed each year by the President of The Association at the meeting following election of officers. Committees shall consist of a minimum of four members from The Association. At least one member of each committee shall be a Trustee. The President shall appoint the chairperson of each committee. Committee members may succeed themselves at the President's discretion if they are willing. The standing committees shall be:

- (a) The Finance Committee whose duties shall include, but are not limited to: Review the operations of the Treasurer and the property management function with regard to reporting and controlling the expenditures of Association funds.
- (b) The Pool and Tennis Committee, whose duties shall include, but are not limited to:
 - i) Receive bids and recommend to The Association Board a firm to open, close, and maintain the swimming pool for the season.
 - ii) Recommend to The Association Board any repairs or expenditures that should be accomplished or included in the budget for the next year.
 - iii) Review and recommend to The Association Board any changes in the pool and tennis court rules.
 - iv) Monitor activities of supplier firms and others with respect to the pool and tennis court.

Other Committees shall be appointed as needed.

13. **REMOVAL AND REPLACEMENT OF TRUSTEES AND OFFICERS:**

- (a) Trustees may be removed from office according to the By-Laws of the Individual Associations of their individual areas. Trustees shall be replaced according to their respective Individual Associations' By-Laws.
- (b) The Association Board officers may be removed from office by majority vote of all Association Board members. Removal of a Trustee, who is also an officer, causes the office to become vacant. Vacant Association Board offices shall be filled at the next Association Board meeting (or at a specifically called meeting) by a majority vote of those Association Board members present.
- (c) If a Trustee or Officer moves out of the subdivision or dies, such office shall immediately become vacant.

14. **INDEMNITY AND PERSONAL LIABILITY:** The Association shall indemnify and hold harmless every Trustee and Officer, his heirs, executors, and administrators, against all loss, cost, judgment and expense, including reasonable attorneys' fees, which may be imposed upon or reasonably incurred by him in connection with or arising out of the defense or settlement of any claim, action, suit or proceeding to which he may be made a party by reason of his being or having been a trustee or officer of The Association, or any committee member appointed by The Association, whether or not he is an officer, director, or committee member at the time of incurring such loss, cost, judgment or expense, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to have been guilty of willful or fraudulent conduct detrimental to the best interests of The Association. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which The Association Board has agreed on behalf of The Association that the person to be indemnified has not been guilty of willful or fraudulent conduct detrimental to the best interest of The Association in the performance of his duty as such trustee or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such trustee or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by The Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by The Association as an expense. Nothing in this Section shall be deemed to obligate The Association to indemnify any Member who is or has been a trustee or officer to The Association, with respect to any duties or obligations assumed or damage or liabilities incurred by him solely in his capacity as a Member. The Association will maintain Directors & Officers Insurance as noted in Section 7 item (d) to cover its obligation under this Section 14.

The Association's obligations hereunder shall not extend to indemnification of any Individual Association beyond the amount of Directors & Officers Insurance proceeds available for such purpose. The Association may procure such insurance as agent and on behalf of the Individual Associations and costs over and above the premium, including all deductibles, shall be paid by the Individual Associations.

15. **WAIVER:** The failure to enforce any right, reservation, restriction or condition contained herein shall not be deemed a waiver of the right to do so thereafter as to either the same breach or a subsequent breach.
16. **SEVERABILITY:** Invalidation of one or more of the provisions hereof by a court of competent jurisdiction shall in no way affect or invalidate any other provisions hereof, all of which shall remain in full force and effect.
17. **ENFORCEMENT:**
- (a) Compliance with all elements of The Association's Covenants and Restrictions and these By-Laws by all lot owners is critical to maintaining

amicable relationships within our subdivision, maintaining property values, and maintaining our high quality of life. The Trustees and The Association Board cannot be expected to discover every violation. Individual Association members should notify the Trustees/Association Board of apparent violations, and testify at a hearing regarding the violation. The alleged violation shall be discussed at the next regularly scheduled Master Association meeting to determine if a formal hearing is required.

- (b) The alleged violator shall be notified by First Class Mail, return receipt requested, informing him/her of the violation. They will have 10 days to correct the violation. If not corrected during the 10 day period, a second notice will be sent by First Class Mail, return receipt requested, and a call shall be made by a Trustee to establish a mutually convenient time and place for a hearing, at which the alleged violator and/or his designated representative may appear. If a mutually agreed upon time and place cannot be set within 30 days of the date of the 2nd notice, The Association may schedule a time and place for the hearing with or without the alleged violator. At least ten (10) days notice shall be given of such hearing, which will proceed with or without the presence of the violator or his designated representative.
- (c) The hearing will be conducted by The Association Board. The party to the complaint will be granted a reasonable time to present a defense. A two-thirds vote of those Association Board members present is required for conviction. The Board, at its election, may vote either openly or by secret ballot.
- (d) Written notice of The Association Board's decision ("Notice") will be sent First Class Mail, return receipt requested, to the accused party.
- (e) Fines of between \$25.00 and \$100.00, and/or suspension of swimming pool privileges, will be assessed for each violation. If the violation is not corrected within 30 days of receipt of Notice, the fine will be doubled and will continue to double every 30 days until correction up to a maximum penalty of \$2,500. Repeat violations will be treated as an uncorrected violation. If fines are not paid, a lien will be placed on the resident's property for the amount of the fine plus any reasonable legal expenses and costs of collection associated with the lien, together with interest thereon accruing at the rate of 6% per annum, compounded monthly. Notice of the lien shall be recorded by The Association Board. After recording, the lien may be foreclosed by an action in the name of The Association Board in a like manner as a mortgage of real property, or by any other method permitted by the law. The Association Board will have the authority to pursue any and all remedies available by law to recover all amounts due and owing.
- (f) All collected fines shall be placed in the general fund of The Association.

18. **INTERVENTION:** If for any reason any of the Individual Associations have no active Trustees, the President of The Association Board, after consulting with the

Individual Association's latest elected Trustees, if they still reside in the subdivision, shall appoint a committee to attempt to secure nominations for and elect Trustees to represent the Individual Association to The Association Board. The election process shall generally follow the procedure in the section of the Individual Association By-Laws for nomination and election of trustees except that the process may occur in any convenient month.

19. **PARLIAMENTARY AUTHORITY:** Roberts Rules of Order shall govern proceedings of The Association wherever applicable, provided they are not inconsistent with these By-Laws.
20. **RATIFICATION AND AMENDMENTS:** Ratification of these By-Laws and amendments to them shall require a three-fourths vote of The Association Board. All abstentions shall be counted as a negative vote.

Adopted October 18, 2005, by unanimous vote of all members of the Board of Trustees of the WeaverRidge Master Homeowners Association.