

vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

Section 13: Annual Report: The Board of Directors, after the close of the fiscal year, shall submit to the members a report on the activities of the Association and shall submit an account of the financial transactions of the past year and a proposed budget for the ensuing year.

Section 14: Vacancies in 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 a 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 his 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. The officers of the Association for the first five (5) years from the date of incorporation need not be members of the Association. Thereafter, they shall be members of the Association or a designated representative or representatives of said member.

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 to him by the Board. The President shall be 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 to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4: The Secretary: The Secretary shall keep the minutes of all proceedings 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 to him 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. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the

faithful discharge of his duties in such sum as the Board may require.

Section 6: Subordinate Officers: The President, with the approval of the Board of Directors, may appoint such other officers, agents and committee chairman as the Board may deem necessary, who shall hold office during 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: Committees: The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, which committees shall have such authority and perform such duties as from time to time may be prescribed by the Board. Each member of a committee shall continue as such until the next annual meeting of the members of the Association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof. The Robeson Meadows Subdivision Architectural Committee shall not be subject to control of the Robeson Meadows Homeowners Association and shall operate independently of these By-laws, in accordance with the covenants and restrictions for Robeson Meadows Subdivision.

The Land Use and Review Committee will be established by the Board and said Committee shall have such authority and perform such duties as from time to time may be prescribed by the Board. In addition thereto, the Land Use and Review Committee may act as a representative of the Robeson Meadows Subdivision Architectural Committee as so designated by the Architectural Committee and the Land Use and Review Committee shall have such additional powers and duties as from time to time may be designated by the Robeson Meadows Subdivision Architectural Committee, all in accordance with the Covenants and Restrictions of Robeson Meadows Subdivision.

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

Maintenance and Special Assessments

Section 1: Creation of Assessments: The Board of Directors of Robeson Meadows Homeowners Association shall have the right and power to subject the property situated in all phases of Robeson Meadows Subdivision, except public streets, ways and parks, to an annual maintenance assessment and to special assessments.

Commencing May 1, 1990, and within 30 days after each annual meeting thereafter, each owner of lots in Robeson Meadows Subdivision other than the owner-subdivider shall be assessed an

annual maintenance charge against his lot or lots, and such annual maintenance assessment shall be used by the Association to create and continue a maintenance fund to be used by the Association as hereinafter stated. The assessment charge shall be payable to Robeson Meadows Homeowners Association and will be delinquent when not paid within 30 days after it becomes due (the assessment date).

The annual maintenance assessment may be adjusted from year to year by the Board of Directors of Robeson Meadows 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 dollars, unless changed by a vote of the membership at an annual or special meeting.

Section 2: Special Assessments: Special assessments may be levied by the Board of Directors, upon notice, to pay for capital improvements authorized by the members or to supplement any reserve established by the annual maintenance assessment.

Section 3: Use of Maintenance Assessments: The maintenance fund may be used:

For lighting, improving and maintaining the street island and median areas, the common area easements, including any lake, and dedicated right of way areas maintained for the general use of the owners and occupants of land included in such subdivision;

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

For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the property 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.

Section 4: Creation of Lien and Personal Obligation of Assessments: Robeson Meadows Homeowners Association shall have a continuing lien on each lot in Robeson Meadows Subdivision to secure the payment of maintenance or special assessments due and to become due, and the record owners of such lots shall be personally liable for all maintenance or special assessments.

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

Section 5: Non-payment of Assessments: If any regular maintenance or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest 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 oral 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 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 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

Lake Regulations

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

Section 2: Lake Activities:

(A) Swimming, floating, tubing, scuba diving, wading or other activities involving primary contact with the lake 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 lakes will be permitted only with the use of a conventional hook and rod. Each member or guest of a member fishing in the lakes shall comply with all requirements of the State of Illinois.

(D) Ice skating on the lakes 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 lakes 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 Lake Meadows and Meadows Ponde.

ARTICLE VIII

Notice

Section 1: Notice: Whenever, according to these By-laws, 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 depositing the same in a post office in Champaign County, Illinois, in a postpaid sealed envelope, addressed to such member, or Director at his address as the same appears on the 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 By-laws 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 By-Laws 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 membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Robeson Meadows Homeowners Association having a majority of the total votes shall constitute a quorum. However, said change, modification, or rescission must be approved by not less than a majority of the total number of votes of the Robeson Meadows Homeowners Association.

Prior to the election of the Board of Directors at the first annual meeting of the members of the Association, the initial

three member Board of Directors named in the Articles of Incorporation and any additions thereto shall have the authority to authorize, implement and amend these By-laws in the whole, or in part, without complying with the provisions of the first paragraph of Article IX of these By-laws.

ARTICLE X

Corporate Seal

Section 1: Corporate Seal: The corporate seal shall have engraved thereon the following: "Robeson Meadows Homeowners Association - Seal - Incorporated 1986." It shall remain in the custody of the Secretary and shall be by him affixed to all instruments in writing requiring the corporate seal for complete execution. An impression thereof is directed to be affixed to these By-laws.

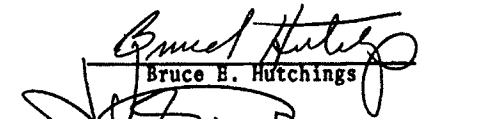
ARTICLE XI


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 By-laws were approved and adopted by a meeting of the Board of Directors of the Association held on the 1st day of May, 1990.


Ralph E. Sackett


Bruce E. Hutchings


Kyle Robeson

(Being the initial Directors of Robeson Meadows Homeowners Association)



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CHAMPAIGN COUNTY, ILL

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RECORDER

Return to:
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