

**AMENDED BY-LAWS OF THE LAKE LORRAINE ESTATES HOMEOWNERS
ASSOCIATION, INC.**

ARTICLE I

Definition

These Amended By-Laws govern the general purpose, day-to-day business affairs, and all other activities of the Lake Lorraine Estates Homeowners Association, Inc., hereinafter referred as "LLEHOA" or the "Association."

ARTICLE II

Purpose

The purpose for the formation of the LLEHOA is to promote the collective interests and rights of its Members, to own certain common property, to maintain the entryways and traffic gate and insure the entryways and traffic gate, and to sponsor social or recreational activities for all Members.

ARTICLE III

Membership

A. A Member is defined as a lot owner in Lake Lorraine Estates as per plat and deeds located at the St. Clair County Recorder of Deeds office.

B. A Member may temporarily assign all membership rights to a tenant leasing from a Member, except for the right to vote as set forth in Articles V and VII herein, which right to vote shall remain with the Member leasing to a tenant. However, no such assignment of membership rights may be made unless the principal term of the lease between the Member and tenant is greater than two years. All assignments of membership rights shall be in writing and contain the following:

1. A statement of the principal term of the lease;
2. The date of the assignment of membership rights;
3. The identity of the person to whom said membership rights are being assigned;
4. The duration of said assignment of membership rights; and
5. The signature of at least one of the lot owners assigning said membership rights.

- C. Membership in the LLEHOA shall terminate only upon termination of lot ownership.

ARTICLE IV

Leasing

A. The restrictive covenants governing the use of land in Lake Lorraine Estates do not prohibit a Member from leasing his lot and home to a tenant. Any Member of LLEHOA who leases a lot and home to a tenant shall:

1. Remain responsible for payment of all dues and assessments due to LLEHOA;
2. Remain responsible for compliance with the restrictive covenants of Lake Lorraine Estates;
3. Inform the leasing tenant of the restrictive covenants governing the use of land in Lake Lorraine Estates; and
4. Include in the lease between the Member and tenant a term requiring the tenant to comply with the restrictive covenants of Lake Lorraine Estates.

B. If a Member assigns the rights of membership in LLEHOA to a tenant pursuant to Article III, the tenant must comply with the restrictive covenants of Lake Lorraine Estates to maintain Membership in good standing.

ARTICLE V

Membership in Good Standing

A. A Member of LLEHOA is good standing within the association so long as the Member has paid all membership dues, late fees, and assessments and has not been determined to be in non-compliance with the restrictive covenants of Lake Lorraine Estates.

B. Members of LLEHOA in good standing shall have the following privileges:

1. Voting rights in accordance with ARTICLE VII herein;
2. Participation in LLEHOA sponsored social or recreational activities; and
3. The opportunity to hold office in the LLEHOA.

C. The Board of Directors may determine that a Member or tenant leasing from a Member

(hereinafter referred to collectively in this Article as “Member”) is in non-compliance with the restrictive covenants of Lake Lorraine Estates and, therefore, no longer a Member in good standing using the following process:

1. The Board of Directors shall first determine, by a majority vote, that a Member is in non-compliance with the restrictive covenants of Lake Lorraine Estates;

2. Within seven days of the determination of non-compliance, the Board of Directors shall notify the Member of its decision and require the Member to correct the non-compliance within thirty days;

3. In the event, the condition of non-compliance is corrected, as determined by a majority vote of the Board of Directors, within thirty days of its notice, the Board of Directors shall notify the Member in writing of the decision of compliance;

4. In the event the condition of non-compliance is not corrected within thirty days of the first notice to the Member pursuant to subparagraph 2 above, the Board of Directors shall notify the Member of the continued condition of non-compliance and require the Member to correct the condition of non-compliance within fourteen days of this second notice;

5. In the event the condition of non-compliance is corrected, as determined by a majority vote of the Board of Directors, within fourteen days of its second notice, the Board of Directors shall notify the Member in writing of the decision of compliance;

6. In the event the condition of non-compliance is not corrected within fourteen days of the second notice to the Member pursuant to subparagraph 4 above, as determined by a majority vote of the Board of Directors, the Board of Directors shall notify the Member of the continued condition of non-compliance and declare the Member as being a Member not in good standing.

D. Nothing in this Article shall prevent a Member not in good standing from curing this membership standing by paying any outstanding dues or assessments or by compliance with the restrictive covenants of Lake Lorraine Estates as determined by a majority vote of the Board of Directors of LLEHOA.

ARTICLE VI

Meetings of Members

A. The Members shall meet Annually in October for the purpose of the election of Officers and Directors and other business of LLEHOA which is properly before the Members.

B. Notice of all meetings shall be by written correspondence deposited within each lot owner's mailbox and shall state the date, time, and location of the meeting and shall indicate the

purpose of said meeting.

C. Additional meetings of the Members may be convened by the President of LLEHOA as deemed necessary.

ARTICLE VII

Voting

A. There shall be one vote per lot, regardless of the number of Members residing on the lot. If a household on the lot cannot unanimously agree to a vote then they shall vote "present." As their internal votes cancel each other, their "present" vote will be included within the total number of votes cast. Only those Members in good standing shall be allowed to cast a vote.

B. All issues subject to the approval of the Members shall require no less than a majority vote of those Members physically present at the meeting for passage.

C. Only Members in good standing at the time of a membership vote may vote on a proposition presented to the membership.

ARTICLE VIII

LLEHOA Officers

A. Officers of the Association shall consist of a President, Vice President, Secretary, and Treasurer. Each Officer shall be a member of the Board of Directors as set forth below.

B. Election of the Officers shall be held at the Fall Membership meeting. The President and Secretary will be elected in even numbered years and the Vice President and Treasurer will be elected in odd numbered years. The terms of each office shall be for two (2) years.

C. No restrictions shall apply with respect to the number of times a member may hold office.

D. The President of the Association shall also serve as the Presiding Officer of meetings of the Board of Directors of the Association.

E. The Vice-President shall, during the absence or disability of the President, assume the duties and responsibilities of the President, The Treasurer shall during the absence or disability of the President and Vice-President, assume the duties and responsibilities of President.

F. No officer of the LLEHOA shall draw a salary. Compensation for special projects shall be authorized only upon a vote by the membership.

G. The Secretary will take minutes of the meetings of the Members and the Board of Directors

ARTICLE IX:

Board of Directors

A. Organization/Powers:

The property and affairs of LLEHOA shall be controlled and managed by a Board of Directors (the “**Board of Directors**,” and the members of the Board of Directors, the “**Directors**”). The Board of Directors shall have and is vested with all powers and authorities, except as may be expressly limited by law, the Articles of Incorporation of LLEHOA or these By-laws, to supervise, control, direct and manage LLEHOA, affairs and activities of LLEHOA, to determine the policies of LLEHOA, to do or cause to be done any and all lawful things for and on behalf of LLEHOA, to exercise or cause to be exercised any or all of its powers, privileges or franchises, and to seek the effectuation of its objects and purposes. The Board of Directors shall:

1. Function as the policy-making body of LLEHOA;
2. Establish appropriate committees of LLEHOA in addition to those provided in these By-laws;
3. Have final authority on all decisions, policies, and interpretations of policy;
4. Determine and execute the policies and the decisions of LLEHOA;
5. Not authorize or permit LLEHOA to engage in any activity not permitted to be transacted by the Articles of Incorporation of the Association or by a corporation organized under the Act;
6. Not exercise the powers of LLEHOA or carry on activities, other than as an insubstantial part LLEHOA’s activities, which are not in themselves in furtherance of the purposes of LLEHOA;
7. Apply income and the property of LLEHOA exclusively for its not-for-profit purposes. No part of the net earnings or other assets of LLEHOA shall inure to the benefit of any Director, Elected Officer (as defined in Article VI).
8. Without limiting the generality of the foregoing, the Board of Directors may:
 - a. Adopt and publish rules and regulations governing property;

- b. Provide direction and oversight to the President for the designation, hiring and removal of employees and other personnel, and to engage or contract for the services of others;
- c. Make all contracts and incur all liabilities necessary, related or incidental to exercise the Board's power and duties hereunder;
- d. Exercise all other necessary or appropriate powers and duties commonly exercised by a Board of Directors as a group and all powers and duties of the Board of Directors as stated in these By-laws;
- e. Cause to be kept a complete record of all its acts and corporate affairs;
- f. Provide direction to the President for the supervision and oversight of all Appointed Officers, agents and employees of this Association, to see that their duties are properly performed;
- g. Enter into cooperative relationships with other agencies, governmental bodies, or organizations, when, in their good faith judgment, such a relationship is desirable toward achieving the Association's objectives in the area concerned;
- h. Amend the Articles of Incorporation of the Association;
- i. Amend the By-laws of the Association or adopt new By-laws; and
- j. Determine the Annual Dues for Members of the LLHOEA.

B. Number, Tenure and Qualifications:

The Board of Directors shall consist of the President, Vice-President, Secretary and Treasurer of LLEHOA as elected by the Members of LLEHOA, three additional Directors as elected by the Members of LLEHOA, and the Presidents of the Upper and Lower Lake Lorraine Lake Owners Associations, provided, however, that said Presidents of the Lake Owners Association shall be ex-officio members with no right to vote on matters within the authority of the LLEHOA Board of Directors and the presence or absence of the Presidents of the Lake Owners Associations shall not be considered in determining whether a quorum of the LLEHOA Board of directors is present at any meeting. Each Director shall be a person (i) at least eighteen (18) years of age, (ii) who assents to the purposes of LLEHOA, and (iii) is at all times during his/her membership on the Board of Directors a Member in good standing. A Director who is not in good standing shall not be permitted to participate in the decisions of the Board of Directors until membership in good standing is restored.

The Officers of LLEHOA shall be Directors so long as they hold their respective offices.

Each Director who is not an elected officer of LLEHOA shall be designated as an “at-large” Director. Each “at-large” Director shall be nominated by the Nominating Committee of the Board of Directors, provided, however, that the Members of the LLEHOA may also nominate any Member in good standing for election to the Board of Directors at the Annual meeting of the Members. The at-large directors shall be elected by the Members of LLEHOA at the annual meeting of the Members and each shall serve one (1) year terms on the Board of Directors. The number of terms Director At-Large may serve is not limited by these By-laws.

The President of the LLEHOA shall serve as the presiding officer at meetings of the Board of Directors.

C. Annual and Regular Meetings:

The annual meeting of the Board of Directors of the Association shall be held in the first quarter of each calendar year at such time and place as determined by the Board of Directors. Notice stating the place, day and hour of the annual business meeting of the Board of Directors shall be communicated not less than ten (10) nor more than thirty (30) days before the date of the meeting, and by or at the direction of the President of the Association, to each Director entitled to vote at such meeting. At such meeting, reports covering the finances and activities of the preceding year shall be presented and such other business as may come before the meeting shall be transacted.

The Board of Directors shall meet at least four (4) times a year. The President of the Association shall determine the time and place.

Regularly scheduled and announced meetings of the Board of Directors may be held without further notice. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of any regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-laws.

The rules contained in the most recent edition of *Robert's Rules of Order* shall provide the rules of procedure for meetings where they are consistent with the provisions of the Articles of Incorporation, these By-laws, and other pertinent publications of the corporation affecting the subject matter.

D. Special Meetings:

Special meetings of the Board of Directors may be called by the President of the

Association and shall be called upon written request of not less than fifty percent (50%) of the Directors. Such request shall specify the purpose of the meeting, which shall be incorporated in the notice thereof. No business shall be transacted at any special meeting except that for which the call is issued. Notice of any special meeting shall be deemed to be sufficiently given if deposited in the mail at least ten (10) days before such meeting with postage thereon prepaid or if given by electronic mail at least ten (10) days before such meeting. Any Director may waive notice of any meeting.

The attendance of a Director at a special meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of such meeting, unless specifically required by law or by these By-laws.

E. Majority Vote Required:

Action by the Board of Directors shall be determined by the majority vote of the Directors present at a meeting at which a quorum is present except for the following actions which may only be taken by a vote of 2/3 vote of a quorum of the Directors present at a meeting:

1. Determination of the Annual dues of LLEHOA; and
2. An expenditure of the funds of LLEHOA more than \$2,500.00, but not more than \$5,000.00.

F. Limitations Of The Authority Of the LLEHOA Board Of Directors:

The LLEHOA Board of Directors shall not have the authority to make an expenditure of LLEHOA funds of more than \$5,000.00, these actions being expressly reserved to the Members of LLEHOA.

G. Quorum:

Two-thirds (2/3) of the Directors then serving shall constitute a quorum. No Director may vote by proxy.

If a quorum shall not be present at any such meeting, the Directors present shall have the power, successively, to adjourn the meeting, without notice other than announcement at such meeting, to a specified later date. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which could have been transacted at the original session of such meeting.

H. Compensation:

Directors shall not receive any stated salaries for their services. A Director may be reimbursed for his actual expenses reasonably incurred in rendering services to LLEHOA in the administration of its affairs.

I. Voting:

Each Director present at any meeting shall be entitled to cast one vote on each matter coming before such meeting for vote of the Directors.

J. Meetings by Telephone Conference:

The Directors of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar remote electronic communications, e.g., Zoom, whereby all persons participating in the meeting can hear each other, and participation in the meeting in this manner shall constitute presence in person at the meeting.

K. Actions Without Meetings:

Any action which is required to or may be taken at a meeting of the Board of Directors or any committee of the Directors, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all the Directors of the Board of Directors or all the members of the committee, as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting of the Board of Directors or the committee, as the case may be, duly held. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee, as the case may be.

L. Resignation and Removal:

Any Director may resign at any time from the Board of Directors of the Association; such resignation shall be in writing and shall be effective immediately or upon its acceptance by the Board of Directors of the Association, as such resignation shall provide.

If a Director resigns before the end of his/her term, the Board of Directors shall nominate and elect, by a majority vote, a person to fill the position held by the resigning Director for the balance of the resigning Director's term. When that term is completed the position will be filled by election of the Members as provided in Section B of Article IX of these Amended By-laws.

A Director may be removed with or without cause by the affirmative vote of two-thirds ($\frac{2}{3}$) of the persons then serving as Directors at a regular or special meeting of the Board of

Directors of the Association.

ARTICLE X

Annual Dues and Assessments

- A. Owners of each lot will be assessed annual dues for the general fund and for the gate maintenance and insurance fund. The amount of the annual fee assessment shall be determined by the Board of Directors of LLEHOA on or before September 1st of each year in accordance with these By-laws.
- B. The annual dues assessed by the Board of Directors shall be due on or before December 31st of each year. If the Annual dues for a lot within LLEHOA are not paid on or before December 31st, all Members residing at that lot shall not be in good standing. Annual dues paid after December 31st may be subject to a late fee as determined by the Board of Directors pursuant to these By-laws. Once all overdue Annual dues and late dues are paid membership in good standing shall be restored to the Members residing at the applicable lot.
- C. Assessments in addition to Annual dues shall be made only by a majority vote of the Members in good standing at a meeting of the Members.

ARTICLE XI

Expenditures

- A. The Treasurer shall submit to the general membership a complete accounting, in writing, of all funds at the annual membership/election of officers meeting in October of each year.
- B. All expenditures of Lake Lorraine Estates Homeowners Association, Inc. exceeding \$500.00, shall be paid by the agreement of two officers of the Homeowners Association represented by their signatures on a check paying the expenditure. If one of the officers is not the President, then the President of the Board of Directors shall be notified of the expenditure if it is greater than \$50.00 within ten (10) days of the expenditure.
- C. The Board of Directors of Lake Lorraine Estates Homeowners Association, Inc. shall have the authority to approve all expenditures of up to \$5,000.00; however, a 2/3 vote of the Board of Directors is required for approval of said expenditure in the event the expenditure is \$2,500.00 or more, but not more than \$5,000.00.
- D. All expenditures of more than \$5,000.00 must be authorized by the Members of LLEHOA per Article IX(F).

ARTICLE XII

Liability and Indemnification of Officers

A. Power to Hold Harmless. The LLEHOA shall have power to indemnify any person who was or is a party or is threatened to be made a party to a 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 an officer or agent of the LLEHOA, against expenses (including attorneys' fees), judgment, fines, and amounts paid in settlement actually and reasonably incurred by him or her 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 LLEHOA, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

B. Power to Indemnify Litigant. The LLEHOA shall have power to indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the LLEHOA to procure a judgment in its favor by reason of the fact that such person is or was an officer or agent of the LLEHOA, 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 LLEHOA, provided that no indemnification shall be made in respect of any claim, issue, or matter as to which such persons shall have been adjudged to "be liable for negligence or misconduct in the performance of his or her duty to the LLEHOA."

C. Determination of Reimbursement is Proper. Any indemnification under Sections XII(a) or XII(b) above (unless ordered by a Court) shall be made by the LLEHOA only as authorized in the specific case, upon a determination that indemnification of the officer or agent is proper under the applicable standard of conduct set forth in Section XII(a) and XII(b) above. Such determination shall be determined by a vote of the membership.

D. Non-Exclusivity. The indemnification provided by this article shall not be deemed exclusive of any rights to which those indemnified may be entitled under any contract, agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be an officer or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

ARTICLE XIII

Restrictive Covenants of LLEHOA

A. The Lake Lorraine Estates Amended Restrictive Covenants, as adopted on September 30, 2003 and recorded in the St. Clair County, Illinois office of the Recorder of Deeds in Book 3295 beginning at Pages 2104-2171 are incorporated herein by reference and specifically adopted

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Amended By-laws of Lake Lorraine Estates Homeowners Association

Adopted October 26, 2022

herein are paragraphs 1-29 of said Amended Restrictive Covenants.

ARTICLE XIV

Severability

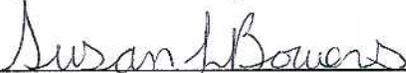
A. Any article/section of these By-Laws found to be null, and void shall not affect the other articles/section.

ARTICLE XV

Supersedes Prior By-laws

A. These amended By-laws supersede prior By-laws of LLEHOA.

Adopted this 26th day of October 2022.



Secretary, Lake Lorraine Estates Homeowners' Association