

# Bylaws of the Glenmoor Homeowners' Association

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## **ARTICLE I**

### **Purpose of the Association**

The purpose of the Association, among other things, is: (1) to provide for the maintenance, upkeep, and repair of the common area property, including, but not limited to, the decorative entranceway and landscaping and lighting adjacent thereto, sidewalks, and the fence located along Haegers Bend Road; and (2) to protect and promote the quality of residence within Glenmoor for all residents in general, without unduly restricting the rights of individual residents. Provisions of these Bylaws are to be read in conjunction with the provisions of the Declaration of Protective Covenants for Glenmoor.

## **ARTICLE II**

### **Members**

**SECTION 1. DEFINITION.** Every person or entity who is a record owner of a lot within the Glenmoor subdivision shall automatically be a Member of the Association. No owner shall have more than one membership for each lot owned. Membership shall automatically terminate upon transfer of ownership of a lot, and subsequent owners shall succeed to membership. Ownership of a lot within the subdivision shall be the sole qualification for membership.

**SECTION 2. VOTING RIGHTS.** Each member shall be entitled to one vote for each lot of which they are an owner. When more than one person holds such interest, the vote for such lot shall be exercised as they among themselves determine. In no event shall there be more than one vote for each lot owned by such Members.

**SECTION 3. BYLAWS.** As a Member of the Association, each owner covenants and agrees to be bound by the provisions of the Bylaws of the Association as such may be adopted and properly altered or amended from time to time.

## **ARTICLE III**

### **Board of Directors**

**SECTION 1. DUTIES-OF THE BOARD OF DIRECTORS.** Administration and operation of the Association shall be vested in the Board of Directors, which shall consist of three members elected as hereinafter provided. The Board shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Association subject to the terms of the Declaration of Protective Covenants and the Bylaws. In the event any disagreement arises relating to the common-area property or the interpretation and application of the Declaration of Protective Covenants, the Bylaws, or the rules and regulations adopted by the Association, the review and resolution thereof by the Board shall be final and binding upon any and all members. The Board shall have the following powers and duties:

- a. To elect officers of the Association as hereinafter provided;
- b. To administer the affairs of the Association and the common property;
- c. To open bank accounts in the name of the Association and designate signatories thereto;
- d. To formulate policies for the administration, management, use and operation of the common area property, and to establish rules and regulations to implement such policies;
- e. To obtain insurance on the common area property;
- f. To determine the amount of the annual assessment and, as necessary, special assessments, and to provide the manner of assessing and collecting from the Members their respective share of such estimated expenses;
- g. Acting on behalf of the Association, to draft, amend and enforce, by any legal means, the provisions of these Bylaws or the Declaration of Protective Covenants, or the rules and regulations of the Association;
- h. To comply with the instructions of a majority of the Members as expressed in a resolution duly adopted at any annual or special meeting of the Members.
- i. To provide for the maintenance, repair and replacement of the common area property and to approve payment vouchers incident thereto;
- j. To exercise all other powers and duties of a Board of Directors as more particularly described in the General Corporation Not-for-Profit Act of the state of Illinois;
- k. To meet at least four times annually and to make available, on request, minutes of such meetings;
- l. To adopt and amend rules and regulations for the operation of the Association and the use and upkeep of the common area property, provided that no rules or regulations may impair any rights guaranteed by the First Amendment to the Constitution of the United States or Article I, Section 4 of the Illinois Constitution;
- m. To pay real property taxes, special assessments, and any other special taxes or charges of the state of Illinois or any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the common area property of the Association.
- n. To take all such further actions and to execute and deliver all such further instructions and documents, in the name and on behalf of the Association, as in their judgment shall be necessary, proper or advisable in order to fully carry out the intent and accomplish the purposes of these Bylaws.
- o. To estimate and adopt an annual budget, and to provide for the assessment and collection based on the estimated expenses, using the proceeds of the assessment to exercise its powers and duties including reconstruction after any casualty and to further improve / maintain the common area.

**SECTION 2. DUTIES OF THE ALTERNATE DIRECTOR.** The Alternate Director will attend meetings of the Board of Directors and will generally be informed as to Association activities so that, should the need arise, he or she may succeed to Board membership fully cognizant of Board activities. The Alternate Director may participate in discussion at Board meetings; however the Alternate Director will have no vote in decisions of the Board.

**SECTION 3. ELECTION OF BOARD OF DIRECTORS.** The Board of Directors shall consist of three Members elected by the Members of the Association in accordance with the Declaration of Protective Covenants and these Bylaws. Election of the Board shall take place at the Annual Meeting of the Members as hereinafter provided. Each Director shall be an owner of a lot within the Glenmoor Subdivision as defined in said Covenants. Each Director shall hold office for the term of one year and until his or her successor shall have been elected. Any vacancy arising from time to time in a Director's slot may be filled at a special meeting of the Board of Directors or at the annual meeting or at a special meeting of Members called for such purpose.

**SECTION 4. ELECTION OF ALTERNATE DIRECTOR.** The Members, voting at the Annual Meeting of Members, shall also elect one Alternate Director who will automatically become a Director should a vacancy occur during the Board's term of office.

**SECTION 5. INDEMNIFICATION.** Members of the Board and officers of the Association as hereinafter provided shall not be liable to the Owners for any mistake in judgment or acts or omissions not made in bad faith as members of the Board or officers. The Owners shall indemnify and hold harmless said parties against all liabilities arising out of agreements made or other actions taken by such Directors or officers on behalf of the Owners or the Association unless such agreements shall have been made in bad faith or with knowledge that the same was contrary to the provisions of the Declaration of Protective Covenants or the Bylaws. The liability of any Owner as described above shall be limited to an amount determined by dividing the total liability by the total number of Owners. All contracts and agreements entered into by the Board or the officers shall be deemed executed by said parties as agent for the Owners or the Association.

## **ARTICLE IV**

### **Officers**

**SECTION 1. DUTIES.** At each annual meeting, the Board of Directors shall elect the following officers of the Association:

- a. A President who shall be the chief executive officer of the Association; shall serve as the day-to-day operational contact for the subdivision keeping BOD informed, obtain BOD approval (all written correspondence / materials to ensure alignment), leverages the BODs for as the point of escalation if needed, oversees all committees and ensures adherence to approved budget.
- b. A Vice President who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
- c. A Secretary who shall keep minutes of all meetings of the Board and of the Members and who shall, in general, perform all the duties incident to the office of secretary; maintain the Glenmoor contact list (spreadsheet), act as the primary point of contact for maintaining the Glenmoor website.
- d. A Treasurer who shall keep the financial records and who shall be responsible for the receipts and disbursements, including taxes and fees, of the Association; primary contact for all insurance claims and contact with attorney for any lien activities.
- e. Such additional officers as the Board shall see fit to elect.

**SECTION 2. TERM OF OFFICE.** Each officer shall hold office for the term of one year and until his or her successor shall have been elected. Any vacancy arising from time to time in an officer slot may be filled at a special meeting of the Board of Directors or at the annual meeting.

**SECTION 3. INDEMNIFICATION.** Officers of the Association shall be indemnified as herein provided in Article III, Section 5.

## **ARTICLE V**

### **Meetings**

**SECTION 1. ANNUAL MEETING OF MEMBERS.** An annual meeting of the Members shall be held on the first Sunday of June each year, or on such other date as determined by the Board of Directors. Time and place of the meeting shall be specified in a written notice sent to all Members at least 30 days and not more than 60 days prior to such meeting.

**SECTION 2. SPECIAL MEETING OF MEMBERS.** Special meetings of the Members may be called by the Board of Directors or President or by Members representing not less than one-fourth of the total membership of the Association. Time and place of the meeting shall be specified in a written notice sent to all Members at least 30 days and not more than 60 days prior to such meeting

**SECTION 3. MEETINGS OF THE DIRECTORS AND OFFICERS.** Meetings of the Board of Directors and officers shall be held at such times and in such places as may be determined by the Board of Directors from time to time. The first meeting will be held within two weeks following the annual meeting of members to determine the annual assessment. Meetings of the Board of Directors shall be open to any Member, and other guests as pre-approved by the Board, except for the portion of any meeting held (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court of law, or when the Board of Directors finds that such an action is probable or imminent, (b) to discuss information regarding appointment, employment or dismissal of an employee or contractor, or (c) to discuss violations of the rules and regulations of the Association or its Bylaws or a Member's unpaid dues; provided that any vote on these matters shall be taken at a meeting or portion thereof open to any Member. Notice of such meetings shall be mailed to all Members or delivered at least forty-eight (48) hours prior thereto unless a written waiver of such notice is signed by the Member entitled to such notice before the meeting is convened.

## **ARTICLE VI**

### **Committees**

**SECTION 1. DESIGNATION OF COMMITTEES.** The Association will have standing committees to be known as the Finance Committee, the Architectural Review Committee and the Landscaping Committee. The Chair of each committee will be appointed by the Board of Directors annually.

**SECTION 2. CREATION OF ADDITIONAL COMMITTEES.** The Board of Directors may appoint such other committees as they deem necessary for the implementation of the Association's bylaws.

**SECTION 3. DUTIES.** The members of the Finance Committee shall coordinate with and assist the Treasurer in his responsibility to maintain the books and records of the Association. The activities of the committee shall include, but not be limited to, creation of the annual budget, submission of the annual assessment for presentation at the annual meeting of the members, and mailing of assessment notices to all Association members. The function and duties of the Architectural Review Committee are defined in Article V of the Declaration of Protective Covenants. Its members, in conjunction with the Board of Directors, shall insure that Association members remain in compliance with the Covenants. The Landscape Committee is responsible for overseeing maintenance of the common areas and providing information and landscaping recommendations to the Finance Committee as it prepares the annual budget.

## **ARTICLE VII**

### **Annual Assessments: Remedies for Nonpayment**

**SECTION 1. DETERMINATION.** The responsibility to determine the amount of the annual assessment rests with the Board of Directors as provided in the Declaration of Protective Covenants. The amount of such assessment shall be presented to the members at the annual meeting of the members. Official notice of the assessment specifying the amount and the due date shall be mailed to each Member shortly after the annual meeting.

**SECTION 3. ASSESSMENTS.** Assessments made in years subsequent to the first year of the Association shall be as determined by the Board of Directors after consultation with the Treasurer and Finance Committee and after hearing discussion from the Members at the annual meeting of Members. Such assessments shall take into account a reasonable amount as a reserve for emergencies and replacements provided that no annual assessment may be increased by more than twenty percent (20%) of the previous year's assessment, unless approved by two-thirds of the Members as provided in Article VIII, Section 3 of the Declaration of Protective Covenants.

**SECTION 4. UNIFORM RATE.** All assessments must be fixed at a uniform rate for all lots subject to such assessments.

**SECTION 5. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS.** In addition to the regular annual assessments, special assessments may be levied for the purpose of defraying in whole or in part the cost of any taxes, construction, reconstruction, repair, or replacement of a capital improvement located on the common area provided that any such assessment in excess of \$100.00 per lot shall have the assent of two-thirds of the members as provided by Article VIII Section 3 of the Declaration of Protective Covenants.

**SECTION 6. NONPAYMENT OF ASSESSMENT: REMEDIES.** Any assessment not paid when due shall be deemed delinquent and the Board is hereby authorized to perfect a lien against the lot so assessed. The Association and the Board of Directors shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Declaration of Protective Covenants, or otherwise available at law or in equity for the collection of all unpaid assessments.

## **ARTICLE VIII**

### **Insurance**

**SECTION 1. PROPERTY.** The board shall obtain insurance coverage for the Common Area to cover against loss or damage by fire and such other hazards as are covered under standard extended coverage provisions (including vandalism and malicious mischief) to the extent that the Common Area is insurable. The insurance shall be for the full insurable replacement value of the Common Area and the insurance premiums shall be a Common Expense.

**SECTION 2. LIABILITY INSURANCE.** The Board shall have the authority to and shall obtain comprehensive public liability insurance including liability for injuries or death to persons and property damage, in such amounts as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers and members of the Board against liability.

**SECTION 3. DIRECTORS' AND OFFICERS' INSURANCE.** The Board shall have the authority to and shall obtain insurance insuring the officers of the Association and members of the Board from liability for good faith actions.

## **ARTICLE IX**

### **Architectural Controls**

All members of the Association are subject to the Architectural Controls as provided in Article V of the Declaration of Protective Covenants. As stated in the Declaration, the purpose of these controls is to secure an attractive and harmonious development. Accordingly, it is the responsibility of each member to be aware of these provisions, and to cooperate with the Architectural Review Committee as provided in Article V, Section 3 of said Declaration with respect to any alteration, addition to, or change in the exterior of any structure or residence located on the member's lot.

The Architectural Controls section applies to structural modifications of a permanent nature. Although in many cases it is clear, the modification can be considered permanent (i.e. decks require an in-ground foundation), in case of doubt, consult with the architectural review committee.

Appendix A provides Architectural Committee guidelines, but where the appendix and the covenants disagree, the covenants take precedence.

## **ARTICLE X**

### **Use and Occupancy Restrictions**

Specific use and occupancy restrictions are enumerated in Article VI Section 5 Vehicles of the Declaration of Protective Covenants which states:

No boat, camper trailer, truck, commercial vehicle, mini-bike or snowmobile shall be stored on the Property (permanently or temporarily) other than in an enclosed garage. The term "commercial vehicle" shall include any automobile, truck or wheeled equipment bearing any sign, logo or writing, which relates or refers to any commercial enterprise, or any vehicle considered not compatible with the residential nature of the Property.

The purpose of these restrictions is to promote and protect the quality of residence in the Association. All members are subject to these restrictions. Following are Use and Occupancy Restrictions clarifications:

### **Commercial Vehicles**

Consistent with the Covenants, vehicles considered not compatible with the residential nature of the Property and therefore prohibited shall include, but are not limited to, any automobile, truck or wheeled equipment bearing any sign, logo or writing which relates or refers to any commercial enterprise, any vehicles used primarily for compensated work purposes including passenger vehicles designed or used to transport more than 8 passengers (including the compensated driver), and any vehicles weighing over 12,500 lbs, medium-duty or larger. Vehicles shall not be stored on the Property (permanently or temporarily) other than in an enclosed garage. Vehicles used primarily for personal, family, or household use are not considered commercial vehicles.

Commercial vehicles considered not compatible with the residential nature of the Property and therefore prohibited shall also include any truck, tow truck or other vehicles which has any type of apparatus (including, but not limited to, boards, tools, pipes, boom lifts/cherry pickers, snow plows, salters, construction materials or ladders) extending from the vehicle, or any truck, tow truck or other vehicle with signage or rear and/or side-mounted, reflective roadside assistance safety stripes.

Commercial vehicles considered not compatible with the residential nature of the Property and therefore prohibited shall, for clarification are further defined to include, by way of example and not elimination tractors, mobile homes, recreational vehicles of all types, trailers of all types (either with or without wheels), campers, camper trailers, boats and other watercraft, snowmobiles, and all-terrain vehicles. Recreational vehicle trailers shall be parked only in garages.

With the exception of those occasions when an Owner has obtained the Board's pre-approval as provided below, no inoperable vehicles of any kind and no passenger vehicles or other vehicles not currently licensed shall be parked or stored on any driveway. No vehicles of any kind shall be repaired or rebuilt anywhere within a homeowner's lot other than within the garage located thereon.

The occasional daytime parking of a vehicle, boat or trailer on a driveway for periods of greater than 12 hours and/or overnight parking for up to 2 consecutive nights on a driveway for no more than 5 occasions during a 12 month period, shall not be considered storage, **provided the homeowner has received advance approval from the Board** for any such extended or overnight parking. The intent is to allow homeowners to perform maintenance such as boat spring launch and fall storage activities. Occasions without BOD pre-approval will be considered a violation and subject to a fine of \$150 per night. (Example: If vehicle is parked overnight 2 consecutive nights without BOD prior approval, the fine would be \$300 and considered a single violation / occurrence.) Pre-approval requests should be submitted with a

minimum of 24 hours in advance to [GlenmoorHOA60102@gmail.com](mailto:GlenmoorHOA60102@gmail.com). For additional enforcement rules, refer to below **ARTICLE XIV Enforcement of Rules**

## **ARTICLE XI**

### **Construction Restrictions**

Specific construction restrictions are provided in Article VII of the Declaration of Protective Covenants. The purpose of these restrictions is to promote and protect the quality of residence in the Association. All members are subject to these restrictions.

## **ARTICLE XII**

### **Maintenance of Books and Records**

The Association shall keep correct and complete books and records of account, and shall also keep minutes of the meetings of its members and Board of Directors. The Association shall also keep a record of the names and addresses of all members entitled to vote. All books and records of the Association may be inspected by any member for any proper purpose at any reasonable time.

## **ARTICLE XIII**

### **General provisions**

**SECTION 1. FISCAL YEAR.** The fiscal year of the Association is suggested to be a calendar year.

**SECTION 2. NOTICES.** Notices required pursuant to the provisions of these Bylaws or the Declaration of Protective Covenants shall be deemed to have been properly served when mailed, postage prepaid, to the last known address of the addressee or when delivered in person with written acknowledgement of the receipt thereof.

**SECTION 3. AMENDMENTS TO BYLAWS.** The power to alter or amend the bylaws or adopt new Bylaws shall be vested in the Board of Directors. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The Bylaws may contain any provisions for the regulation and management of the affairs of the Association not inconsistent with law or the Declaration of Protective Covenants for Glenmoor.

## **ARTICLE XIV**

### **Enforcement of Rules**

If any of the aforementioned Rules and Regulations are violated, the Board of Directors, within its discretion, may impose penalties until such time as the violation is corrected. In addition, legal and administrative costs related to the resolution of a violation of the Rules will also be chargeable to the homeowner.

The right to modify such fines, penalties and charges shall be at the discretion of the Board. Any offense not corrected within the required time frame will be considered an additional offense and will be handled accordingly.

Each fine assessed will be compounded onto the prior month's fine(s). There will be a maximum of \$1,000.00 imposed per violation. The homeowner shall also be liable for the cost of any court costs, filing costs, attorney's fees and other expenses incurred as a result of the violation and the collecting of the fine.

When a complaint is made pursuant to the above, if the violation is determined to be valid by the Board, the Association shall notify the homeowner personally of the alleged violation as a courtesy. If the violation is not resolved within 10 days of being notified, the Owner will be sent a written notice via First Class Mail. The notice may be issued by the Board or the Association's Attorney. If fines are assessed, the fine notice will be sent via both First Class and Certified Mail, return receipt requested, and the violator will be responsible for all Certified Mail costs. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Board requesting a Hearing with the Board of Directors. The protest must be in writing and it must be received by the Association within fourteen (14) days after the date of the notice of violation.

The current Board does not approve or accept those who are not in compliance with the Covenants and/or Bylaws. Instead of expending the Glenmoor Homeowners Association resources in enforcing against old violations, the Board will only enforce as against future violators. Going forward it's the policy of the Board to enforce the Covenants. In the absence of hardships, the Board will enforce the Covenants. To remove existing fences, above ground pools and sheds erected since 2010 would be a hardship.

## **APPENDIX A – ARCHITECTURAL COMMITTEE GUIDELINES**

This appendix is intended to be used as a guideline for the architectural review of any and all subsequent improvements or alterations to any and all property described by the Declaration of Protective Covenants for Glenmoor. In the event of any conflict between these Guidelines and the Covenants of the Association, the latter will always prevail.

### **Above-Ground Pools**

1. Above-ground pools are prohibited.
2. Above-Ground pools existing as of July 23, 2010 with written approval provided by previous Board members are to be maintained to the approved requirements as of the date of the pools' initial construction. The upkeep, appearance and integrity of the pool and surrounding area must be maintained to conform to the quality design and state of maintenance of the neighborhood. Replacement pools are prohibited. The above rule requiring maintenance of pre-existing above-ground pools is not to be construed as the Board's acceptance of any owner's right to have an above-ground pool. The Board reserves the right to enforce compliance with the above-ground pool prohibition as stated in the Covenants and these Bylaws and will, in all cases, deny approval of the replacement of any pool that is not in compliance therewith.

### **In-Ground Swimming Pools and Fences**

1. Fence around the pool must be installed to meet city and state building codes in effect at the time of installation of the pool.
2. Fence around the pool must be constructed of one of the following materials:
  - Wrought iron
  - Wrought aluminum
  - Other materials require approval by the architectural committee
2. The upkeep, appearance and integrity of the pool and surrounding area must be maintained to conform to the quality design and state of maintenance of the neighborhood.
4. In the event the pool or surrounding area is altered from its original intended use, the Architectural Committee must be consulted.

## **Fences**

1. No fences of any kind shall be installed except (a) to meet state and city building codes for in-ground swimming pools, and (b) for fencing along the outer perimeter of the Subdivision.
2. The upkeep, appearance and integrity of fences and surrounding area must be maintained to conform to the quality design and state of maintenance of the neighborhood.
3. Fencing in of backyards within the subdivision is not allowed. All fence changes are subject to approval by the architectural committee. The Board reserves the right to enforce compliance with the fence requirements as stated in the Covenants (Article V, Section 4 of the Covenants) and these Bylaws and will, in all cases, deny approval of the replacement of any fence that is not in compliance therewith.
4. Any plant or tree growth on the homeowner's property that grows into the common area fence along Haegers Bend Road needs to be removed by the homeowner. If growth is not removed, the Board, after written notice to the homeowner will remove the growth growing through the fence at the homeowner's expense. If the growth caused any damage, the fence will be repaired and or replaced (if not repairable) and the homeowner will be responsible for all charges.

## **Decks**

1. All decks and patios must conform to the existing architectural style, appearance and quality design of the homes in the Property.
2. Decks and patios must be constructed of approved building materials and meet existing state and city building codes in effect at the time of construction.
3. The upkeep, appearance and integrity of decks must be maintained to conform to the quality design and state of maintenance of the neighborhood.

## **Sheds**

1. Sheds are prohibited.
3. Sheds existing as of July 23, 2010 with written approval provided by previous Board members are to be maintained to the approved requirements as of the date of the sheds' initial construction. The upkeep, appearance and integrity of the shed and surrounding area must be maintained to conform to the quality design and state of maintenance of the neighborhood. Replacement sheds are prohibited. The Board reserves the right to enforce compliance with the shed requirements as stated in the Covenants and these Bylaws and will, in all cases, deny approval of the replacement of any shed that is not in compliance therewith.

In compliance with Article V, Section 3 of the Declaration of Protective Covenants for Glenmoor dated January 30, 1989, all Owners must submit to the Architectural Committee three sets of drawings and specifications which show the plan view with sides and elevation of any addition or improvement that the Owner desires. The Architectural Committee has twenty (20) days from receipt of these plans to recommend approval or disapproval to the Board of Directors and Owner. If any project is started or completed without approval by the Architectural Committee and Board of Directors, the Owner is subject to liens against the property and/or fines from the Glenmoor Homeowners' Association and must pay all legal fees. The Owner must restore the property back to its previous condition.

The current Board does not approve or accept those who are not in compliance with the Covenants and/or Bylaws. Instead of expending the Glenmoor HOA resources in enforcing against old violations, the Board will only enforce as against future violators. Going forward it's the policy of the Board to enforce the Covenants. In the absence of hardships, the Board will enforce the Covenants. To remove existing fences, above ground pools and sheds erected since 2010 would be a hardship.