

# Ironwood Country Club Homeowners' Association of Normal, Inc. By-Laws

**Article 1 - Incorporation and Offices:** The Ironwood Country Club Homeowners' Association of Normal, Inc. ("Association") is incorporated under the Illinois General Not for Profit Corporation Act ("Act"), and shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office.

## **Article 2 - Definitions**

**Section 2.1 - Member:** "Member" shall mean every person or entity who is or becomes the record owner of a fee or undivided fee interest in any lot or any part thereof (as defined below). Said person or entity shall automatically be deemed to have membership in the Association. The foregoing is not intended to include person(s) or any entity that holds an interest merely as security for the performance of an obligation, and the giving of such a security interest shall not terminate said owner's membership. No record owner shall have more than one membership per lot. The rights and privileges of membership, including the right to vote and to hold office may be exercised by a Member (or Member's significant other), but in no event shall more than one vote be cast nor office held for each lot.

**Section 2.2 - Association:** "Association" shall mean and refer to the Ironwood Country Club Homeowners' Association of Normal, Inc., an Illinois not-for-profit corporation, its successors and assigns.

**Section 2.3 - Lot:** "Lot" shall mean any lot of record or portion thereof under a single ownership, whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in tenancy in common, joint tenancy and tenancy by the entirety, intended for use as or used as the site and location of a single family dwelling, as shown on a recorded subdivision map, or, if a duplex or condominium, each unit thereof, with the exception of the common area.

**Section 2.4 - Owner:** "Owner" shall mean the owner of record, whether owned by a trust, a partnership, a corporation, an individual or individuals, including ownership in tenancy in common, joint tenancy and tenancy by the entirety of a fee simple title to any lot.

## **Article 3 - Association Meetings and Voting**

**Section 3.1 - Annual Meeting:** A general meeting of the Members of the Association shall be held once each calendar year at a time and place designated by the Board of Directors, for the purpose of electing Directors and for the transaction of such other business as may come before the meeting.

**Section 3.2 - Special Meetings:** Special meetings of the Members of the Association may be called by the President, a majority of the Board of Directors, or at the request of Members representing one fifth (1/5) of the lots for the purpose or purposes stated in the call for the meeting. The time and place of the meeting shall be determined by the Board of Directors.

The date for such meeting shall be no more than 30 days after receipt by the Board of Directors of the request.

**Section 3.3 - Notice of Meetings:** Written notice stating the place, date, and hour of the annual meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be mailed or delivered to each Member not less than 10 nor more than 60 days before the date of the meeting. If mailed, the notice shall be deemed delivered when deposited with the United States Postal Service, addressed to the Member at the address as it appears on the records of the Association with postage thereon paid. If a meeting is adjourned to another time and place, notice need not be given of the new time and date, if such information is announced at the meeting at which the adjournment is taken.

**Section 3.4 - Voting Rights:** As stated in Article 2, Section 2.1, no more than one vote per lot will be permitted. Further, only Members that are current with their dues on the Association's records prior to the meeting date, as verified by the Board of Directors, shall be allowed to vote on any matter, including election of Directors.

**Section 3.5 - Eligible Voting Lists:** A list of lots (street addresses) whose owners are eligible to vote on matters therein, shall be published on the ihoa.org website and kept open for inspection during the meeting.

**Section 3.6 - Cumulative Voting Not Permitted:** In election of Directors, each Member may cast no more than one vote per ballot for any one nominee.

**Section 3.7 - Proxy:** A Member, whose dues are current prior to the time of the meeting, as verified by the Board of Directors, may authorize, in writing, another Member to represent them at the meeting of the Association Members. Unless otherwise limited in the document, the proxy holder shall be deemed to have authority to vote on all matters submitted to a vote at the meeting. A proxy shall not be valid after 90 days from the date of the meeting it was authorized for.

**Section 3.8 – Quorum:** The holders of 25% of the votes which may be cast at a meeting of the Association, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of Members; the affirmative vote of a majority of the votes represented at the meeting shall be the act of the Members unless the vote of a greater number or voting by classes is required by the General Not For Profit Corporation Act, the Articles of Incorporation, or these Bylaws. Withdrawal of Members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

**Section 3.9– No Quorum At Annual Meeting:** If a quorum is not present at the annual meeting of the Association, the only business that shall be conducted is the election of Directors to fill expiring terms. Directors shall be elected by a ballot vote of Members present at the annual meeting, either in person or by proxy. The annual meeting shall then be adjourned, and the Board of Directors will set a future time and place for the next annual meeting.

**Section 3.10 – No Quorum At Special Meeting:** If a quorum is not present for a special meeting of the Members, the meeting shall be adjourned. Provided the parties initially calling

for the meeting so demand, the future time and place for the meeting will be set by the Board of Directors.

**Section 3.11 - Voting Procedure:** Voting shall be by ballot unless an alternate method is ordered by the presiding officer.

**Section 3.12 – Rules of Order:** At all meetings, all business shall be conducted under the framework of the Roberts Rules of Order – Revised.

## **Article 4 - Board of Directors**

**Section 4.1 - General Powers:** The affairs of the Association shall be managed by, or under the direction of, its Board of Directors (“Board”).

**Section 4.2 - Number, Tenure, Qualifications:** The number of Directors of the Association shall be seven. All candidates for Directors must be Members, in good standing, of the Association. All Directors to fill expired terms shall be elected for two-year terms.

**Section 4.3 - Removal of Directors:** One or more of the Directors may be removed with or without cause at a special meeting of the Association, when a quorum is present, by the affirmative vote of a two-thirds majority of Members creating the quorum. The Members shall then elect Director(s) to replace the one(s) removed.

**Section 4.4 – Vacancies:** A vacancy in the Board of Directors, other than as provided in Article 4, Section 4.3, shall be filled by the Board of Directors and the appointed Director shall serve the remaining term of the Director replaced.

**Section 4.5 – Informal Action by Directors:** The authority of the Board of Directors may be exercised without a meeting if a consent in writing, setting forth the action taken, is unanimously signed by all the Directors entitled to vote.

**Section 4.6 - Presumption of Assent:** A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof. Such right to dissent shall not apply to a Director who voted in favor of such action.

**Section 4.7 - Board Rules:** The Board may make such rules and regulations covering its meetings as it may determine necessary.

**Section 4.8 – Compensation:** Board members shall serve without compensation. If previously approved by the Board, expenses paid by a Board member on behalf of the Association can be reimbursed.

## **Article 5 - Powers and Duties of the Board of Directors**

**Section 5.1 – Powers:** The Board of Directors shall have power to:

- a) Establish and enforce penalties for infractions of such rules and regulations;
- b) Adopt and publish rules and regulations governing the use of the common areas;
- c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the declaration, articles of incorporation, or by other provisions of these bylaws;
- d) Declare the office of a member of the Board of Directors to be vacant in the event that such board member is absent from three (3) consecutive regular meetings of the Board;
- e) Employ a manager, independent contractors, and such other employees as deemed necessary, and to prescribe their duties;
- f) Dedicate or transfer all or any portion of the common areas to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members of the Association;
- g) Grant easements with regard to the properties which it may own to any public agency, authority or utility for such purposes as benefit the properties or portions thereof and owners or lots contained therein;
- h) Review, modify and approve architectural, usage and appearance standards;
- i) Fix, levy and collect assessments and fees.

**Section 5.2– Duties:** It shall be the duty of the Board of Directors to:

- a) Cause to be kept a complete record of all its acts and corporate affairs;
- b) Supervise all officers, agents and employees of the Association and see to it that their duties are properly performed;
- c) More fully provided in the declaration, covenants and bylaws of the sub-division;
  - 1) Fix the amount of the annual assessment against each lot in accordance therewith;
  - 2) Foreclose the lien against any property for which assessments are not paid, or bring action at law against the owner personally obligated to pay the same;
- d) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- e) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- f) Cause the common areas to be maintained.

## **Article 6 – Board of Directors’ Meetings**

**Section 6.1 - General Meetings:** Board meetings for the transaction of the general business of the Association shall be held at such times and locations or, via electronic media, as agreed to by a majority of the Board members. A quorum of four Board members shall be required to transact business.

**Section 6.2 - Special Meetings:** Special meetings may be held at the request of the President or two or more Board members, provided five day notice of the meeting time and place and the purpose therefore is given to all Board members. Special meetings shall be held at such times and locations, or via electronic media, as agreed to by a majority of the Board members. The five-day notice may be waived by any Board member by agreement or attendance at the meeting, unless the attendance is for the express purpose of objection because proper notice

was not given. Action taken at such meeting is limited to the business specified in the notice. If a quorum of four Board members is not present, the meeting will be adjourned.

**Section 6.3 - Method of Acting:** The act of a majority of the Board at any duly noted meeting of the Board shall be binding on the entire Board.

## **Article 7 - Officers**

**Section 7.1 – Officers:** The officers of the Association shall be a president, a vice-president, a secretary, and a treasurer.

**Section 7.2 - Election and Term of Office:** Association officers shall be elected by the Board of Directors at its first meeting after the annual meeting and shall serve until their successors have been elected. Vacancies shall be filled by election by existing Board members.

**Section 7.3 - Removal:** Any officer may be removed from office by a majority vote of the Board of Directors, exclusive of said officer, whenever, in the judgment of the Board, the best interest of the Association will be served.- Such action shall be without prejudice of the person removed.

**Section 7.4 - President:** The president shall:

- a) Be the principal executive officer of the corporation and subject to the direction and control of the Board of Directors;
- b) Preside over the business of the corporation;
- c) See to it that the resolution and directions of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors;
- d) Discharge all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors.

**Section 7.5 – Vice-President:** If the president is absent, or cannot or refuses to act, the vice-president shall:

- a) Perform the duties as president with all the powers and restrictions of the office;
- b) In general, perform the duties of said office as prescribed by the Board of Directors;
- c) Shall become the acting president in case of the incapacity or resignation of the president.

**Section 7.6 - Secretary:** The secretary shall:

- a) Keep minutes of all meetings of the membership and the Board of Directors and file such minutes in an appropriate book provided for that purpose and ensure that the minutes are posted on ihoa.org;
- b) See that all notices are duly given in accordance with the provisions of these by-laws or as required by Illinois law;
- c) In general, perform the duties of said office as prescribed by the Board of Directors.

**Section 7.7 - Treasurer:** The treasurer shall:

- a) Be in charge of all funds and securities of the Association and maintain complete documentation of all transactions;
- b) Receive monies due and payable in the name of the Association from any source whatsoever, and deposit, in a timely manner, said funds in banks or other depositories as designated by the Board of Directors;
- c) Pay all properly documented expenses on behalf of the Association;
- d) Ensure that necessary state and federal tax forms are prepared and properly filed in a timely manner;
- e) Give bond for the faithful discharge of his or her duties in such a sum with surety as the Board shall determine. The expense of such bond will be paid by the Association;
- f) Keep a register of the names and addresses of all Members of the Association;
- g) Provide a report at each Board meeting that documents and reconciles all income and expenses with bank balances since the last report;
- h) Provide dues paid letters for realtors and financial institutions;
- i) File the Annual Report as required by the General Not For Profit Corporation Act with the State of Illinois;
- j) Prepare an annual budget for the Association as directed by the Board;
- k) In general, perform the duties of said office as prescribed by the Board of Directors.

## **Article 8 - Committees**

**Section 8.1 – Audit Committee:** At the first meeting of the Board of Directors following the annual meeting of Members of the Association, an audit committee shall be appointed by the president. This committee shall be composed of three Members, at least two of which must be members of the Board of Directors. The treasurer will be available to the committee as a resource. This committee shall audit the financial records of the Association and report their findings to the Board of Directors within 90 days of the close of each calendar year. A summary of the committee's findings should be included in the minutes of the Board's first monthly meeting following the Board's receipt and approval of the audit. The Board of Directors, at its discretion, may have the financial records of the Association audited by an independent accounting firm.

**Section 8.2 – Other Committees:** The Board of Directors may create other committees to help carry out the business of the Association, and may specifically empower a committee to exercise the power of the Board, but this action shall not relieve the Board of any responsibilities imposed on it by these by-laws or by law. All activities of committees must be authorized and ratified by the Board of Directors.

**Section 8.3 – Committee Membership:** Each committee shall consist of at least a one Board member, and as many Association Members, in good standing, appointed by the Board, as deemed necessary for the conduct of business. The committees shall set their meeting times and places by a majority vote of their members, and a majority vote of at least 51% of committee members shall be required for passage of any resolution to be presented to the Board.

**Section 8.4 – Removal of Committee Members:** Any committee member may be removed by the Board of Directors by a majority vote of the entire Board, whenever, in its judgment, the

best interest of the Association would be served. Such action shall be without prejudice of the person removed.

## **Article 9 - Legal Documents**

**Section 9.1 - Contracts:** The Board of Directors may authorize any officer or agent of the Association to enter into contract or execute and deliver any instrument in the name of the Association, and such authority may be general or restricted, and may be limited to a maximum sum established by the Board of Directors.

**Section 9.2 - Checks, Drafts, Etc.:** All checks, drafts, and other orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Association, shall be approved by the Board of Directors, signed by the Treasurer and one other authorized Board member.

**Section 9.3 – Deposits:** All funds of the Association shall be deposited on a timely basis to the credit of the Association in a bank as selected by the Board of Directors.

**Article 10 - Books and Records:** The Association shall keep correct and complete books and records including financial records, minutes of meetings of Members, the Board of Directors and committees having the authority of the Board, and a current mailing list of all voting Members of the Association. All books and records may be inspected by any Association Members, agent, or attorney for any proper purpose at a reasonable time and place.

**Article 11 - Amending By-Laws:** These By-Laws may be amended or repealed by a two-thirds majority vote of a quorum of Association lot owners attending an annual or special meeting either in person or by proxy.

## **Article 12 - Indemnification**

**Section 12.1 - Director or Officer:** The Association shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, or an officer of the Association against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not For Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such Director, or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between the Association and each Director, and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not For Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding

therefore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

**Section 12.2 - Employee or Agent:** The Association may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was an employee or agent of the Association, as a Member, Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not For Profit Corporation Act and any other rights to which any such person may be entitled apart from the foregoing provisions.

**Section 12.3 - Right to Payment of Expenses:** To the extent that a Director or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit, or proceeding referred to in Section 1 of this Article, or in defense of any claim, issue, or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

**Section 12.4 – Determination of Conduct:** Any indemnification under Section 12.1 of this Article (unless ordered by a court) shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the Director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 1 of this Article. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties of such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by the Members entitled to vote, if any.

**Section 12.5 - Payment of Expenses in Advance:** Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Director or officer to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this Article.

**Section 12.6 - Indemnification Not Exclusive:** The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members, or disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

**Section 12.7 - Insurance:** The Association may purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, against any liability asserted



against such person and incurred by such person in any such capacity, or arising out of his or her status as such whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

**Section 12.8 - References to Association:** For purposes of this Article, references to "the Association" shall include, in addition to the surviving Association, any merging corporation (including any corporation having merged with a merging corporation) absorbed in a merger which, if its separate existence had continued, would have had the power and authority to indemnify its Directors, officers, employees, or agents, so that any person who was a Director, officer, employee, or agent of such merging corporation, as a Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, shall stand in the same position under the provisions of this Article with respect to the surviving Association as such person would have with respect to such merging corporation if its separate existence had continued.

## **Article 13 - Assessments**

**Section 13.1 – Annual Assessments:** An assessment shall be assessed annually by the Board of Directors, not to increase by more than 25% of the current assessment per Member based upon actual or reasonable projected expenses. It shall be the duty of the Board at least thirty (30) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared. The Board shall cause the proposed budget and the Assessments to be levied against each lot for the following year to be delivered to the last known residence address of each Member at least fifteen (15) days prior to the meeting. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of at least two-thirds (2/3) of a quorum present either in person or by proxy. Notwithstanding the foregoing, however, in the event the Members disapprove the proposed budget or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

**Section 13.2 - Special Assessments:** In addition to the annual assessment authorized above, the Association may levy in any calendar year a special assessment for the purpose of defraying in whole or in part the cost of any construction or reconstruction, unexpected repair, replacement or maintenance of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the consent of 51% of the votes of the total membership, written notice of which shall be sent to all Members not less than thirty (30) days in advance of the meeting setting forth the purpose of the meeting. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted.

**Section 13.3 – Non-Payment of Assessment and Liens:** Any assessments which are not paid when due shall be delinquent. Any assessment or assessment installment delinquent for a period of more than ten (10) days may incur a late charge in an amount of 15% per annum.

The Association shall cause a notice of delinquency to be given to any Member who has not paid within the thirty (30) days following the due date. If the assessment or assessment installment is not paid within thirty (30) days, the Association may declare the entire balance of such assessment for the remainder of such annual period due and payable in full, and a lien as herein provided for shall attach, and in addition the lien shall include the late charge, interest on the principal amount due at the maximum allowable rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law.—In the event the assessment remains unpaid after ninety (90) days, the Association may, as the Board shall determine, institute suit to collect such amounts or to foreclose its lien. Each Owner, by acceptance of a deed or other conveyance to a lot, vests in the Association or its agents the right and power to bring actions against such owner or owners personally for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided in this Article shall be in favor of the Association and shall be for the benefit of all other owners. No owner may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of the lot. Notwithstanding the above, no personal obligation for payment of any such assessment lien shall pass to a non-related bona fide purchaser for value of any lot unless expressly assumed by them.

**Article 14 - Fiscal Year:** The fiscal year of the Association shall be from January 1<sup>st</sup> through December 31<sup>st</sup>.

**Article 15 - Waiver of Notice:** Whenever any notice is required to be given under the provisions of these By-Laws, attendance at any meeting shall constitute waiver or notice thereof unless the person at the meeting objects to the holding of the meeting because notice was not properly given.

These bylaws were approved at the 2022 Annual Membership meeting of the Ironwood Homeowners' Association by a vote of 201 in favor, 50 opposed with 263 members present either in person or by proxy.