

EXHIBIT "B"

**AMENDED AND RESTATED BY-LAWS OF THE BATH & TENNIS CLUB OF
HUNTINGTON ESTATES, INC.**

**ARTICLE I
PURPOSE**

The Club is organized pursuant to Articles of Incorporation for a not-for-profit corporation issued by the State of Illinois on June 30, 1975 and recorded in the Office of the DuPage County Recorder on July 24, 1975 as Document #R75-37340.

The purpose of the Club as stated in its Articles of Incorporation Charter is as follows:

1. To provide high standards of maintenance and operation of all common property in Huntington Estates and Huntington Estates Addition, a part of Sections 20 and 29, Township 38 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois the Property, as to those properties reserved for the common use of all residents and eOwners of property therein including but not limited to private open space, recreational facilities, club houses and private streets, and in general to maintain and promote the desired character of the Property Huntington Estates and Huntington Estates Addition Subdivision.
2. Acquisition, construction and operation of athletic facilities including swimming pool, tennis courts, and club facilities in connection herewith and other related activities.
3. To provide, at the option of the Board of Directors, instruction and physical education including but not limited to swimming, tennis and other similar activities.
4. To receive property of every kind, whether real or personal, and to administer and apply such property and the income they're from exclusively for the foregoing general purposes.
5. To receive any gift, bequest, or devise of any such property for any purpose specified by the donor or testator within any of the foregoing general purposes provided however that no part of the net earnings of the Club shall inure to the benefit of any member, member of the Board of Directors, officer of the Club, or any private individual (except that reasonable compensation may be paid for services rendered to, by or for the Club affecting one or more of its purposes), and no member of the Club, the Board of Directors, officer of the Club or any private individual, in their capacity as director, officer or agent of the Club shall be entitled to share in the distribution of any of the Club's assets on dissolution and that no part of the activities of the Club shall be to participate in or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office, and that no part of the net

earnings or other assets of the Cluborporation shall be contributed to any such political campaign. ~~Nothing in this paragraph shall be deemed to preclude the Corporation, its Board of Directors or any one or more directors, officer of the Corporation and/or agent of the Corporation from participating in and/or contributing corporate funds to any public debate or political campaign (not for an individual) which the Board of Directors deems to be of significant interest to the Corporation and/or its members, provided that no support, statements on behalf of the Corporation, and/or contribution of corporate funds shall be made on behalf of the Corporation without the prior approval of the Board of Directors.~~

6. The Cluborporation also shall have those powers and duties set forth in the ~~Declaration of Conditions, Covenants, Restrictions and Reservations affecting the property known as Huntington Estates and Huntington Estates Addition dated the 27th day of April, 1976, and recorded in the Recorder's Office of DuPage County as Document #R76-33263 to which these By-Laws are attached.~~

7. The Cluborporation also has such powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois (805 ILCS 105/101.01 et. seq.) and the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.).

ARTICLE II OFFICES

The Cluborporation shall have and continuously maintain in the State of Illinois a registered office and a registered agent, whose office is identical with the registered office and may have other offices within the State of Illinois as the Board of Directors may from time to time determine.

ARTICLE III MEMBERS

Section 1. **Types of Members:** The Cluborporation shall have two classes of members; Equity Members and Annual Members.

Section 2. **Equity Members:** ~~Every recorded or beneficial owner of a fee simple interest in Huntington Estates or Huntington Estates Addition shall become and be a member of the Bath and Tennis Club of Huntington Estates, Inc. (hereinafter referred to as the Corporation) and each such member shall be entitled to one (1) vote on each matter submitted to a vote of members for each subdivided recorded lot owned by him or it, or shall be entitled to five (5) votes on each matter submitted to vote of members for each unsubdivided acre owned by him or it, its successor or assign, provided that where title to a lot or parcel is in more than one person, such owners acting jointly shall be entitled to vote as one (1) owner. As further provided in Article IV, Section 4.02 of the Declaration, every Owner of a Lot shall automatically, upon becoming an Owner of a Lot~~

and without any further act, be an Equity Member of the Club, and each Lot shall be entitled to one (1) vote on each matter submitted to a vote of the Equity Members.

Section 3. **Annual Members:** The Board of Directors, in its discretion, upon application in writing to the Club on the approved form, may issue Annual Memberships. Annual Members shall have no voting rights or ownership or equity interest in the property, improvements or any assets of the Club and such Annual Memberships shall not be renewable as a matter of right. Any renewal of Annual Memberships shall be subject to the approval of the Board. The Board may establish multiple levels of Annual Membership with different levels of membership privileges and different levels of annual dues, as the Board in its discretion deems appropriate.

Section 4. **Membership Privileges:** All Equity and Annual Members and the members of their immediate family who reside in the same household with them shall be entitled to the privileges of membership including the use of all physical facilities of the Club with the exception that Annual Memberships shall be subject to whatever restrictions as may be designated by the Board of Directors of afforded to each level of membership.

Section 5. **Board Discretion to Issue Annual Memberships:** On or after February 1 of each year the Board of Directors shall determine whether a sufficient number of Equity Memberships have been maintained to defray the estimated operating cost of the Club for the current year. If it is determined that an insufficient number of such Equity Memberships have been maintained, the Board of Directors shall issue the number of Annual Memberships that are estimated to be necessary to defray the operating costs for the current year. The Board may issue Annual Memberships at any time and upon such terms as the Board of Directors shall determine.

Section 6. **Termination of Memberships:** Membership shall be terminated: a) Whenever an Equity Member ceases to be the Owner, record or beneficial owner in fee simple of a Lot property in Huntington Estates of Huntington Estates Addition; and b) All Annual Memberships shall automatically terminate at the end of each calendar year.

Upon termination of Membership for any reason all Membership privileges shall cease but such termination shall not in any manner release the right of the Club for assessments against the property of the person whose Membership is terminated or any other claims or rights whatsoever which the Club may have against such person at the time the Membership is terminated.

Section 7. **Dues:** The annual dues for all Equity Members shall be an equal pro-rata share of the cost of exercising the powers of the Club, rendering the services and maintaining the facilities and improvements of the Club, as further provided in Article IV, Section 4.04 of the Declaration ~~provided that said dues shall not exceed \$100.00 per year prior to December 31, 1978. Subsequent to that date~~ The Board ~~Directors~~ may change the amount of annual dues from time to time as the exigencies of the Club may require, ~~provided, however, that no special assessment~~

~~shall be valid until the same shall have been ratified and approved by at least 50% of the Equity Members (must exceed 50% of total Equity Members in the homeowners association) or by written proxy at a special meeting called for the purpose of considering the same. New Equity Members entitled to membership during June, July and August shall pay dues pro-rata from the effective date of their membership provided said dues shall in no case be less than \$50.00 or 33 1/3% of annual dues. The annual dues of all Annual Members shall be at least twenty-five percent (25%) more than the annual dues for Equity Members.~~

~~8. All Equity Members shall by the 28th day of February of each year notify the Board of Directors of their intention to utilize or not utilize the recreational facilities of the club for the current year enclosing the regular dues. In the event any Equity Member notifies the Board of Directors by said February 28th of each year of the Equity Member's intention not to utilize the recreational facilities of the club for the current year the dues for such members shall be in an amount as determined from time to time by the Board of Directors.~~

Section ~~89~~. **Delinquencies:** Annual dues/assessments shall be due on March 1st of each year. In addition to those remedies available to the Club stated elsewhere in these By-Laws or in the Declaration, When the annual dues or other indebtedness of ~~an~~the Equity Member shall remain unpaid for a period of thirty (30) days after the due date~~notice thereof to the Equity Member~~, a ~~second~~ warning notice shall be sent to the Equity Member. If said delinquency still remains ten (10) days after said ~~second~~ notice, the Membership rights and privileges associated with such Equity Member and his/her Lot shall be suspended. Any Equity mMember whose Membership rights and privileges are~~is~~ suspended may be reinstated upon payment of all delinquent amounts as well as all related~~ies~~, reasonable attorneys' fees and costs. No Annual Member shall have any Membership rights and privileges until all annual dues and any other expenses due to the Club for the year have been paid in full by the Annual Member. Notice to a Member by mail at the post office address of the Corporation's books by registered mail shall be sufficient notice hereunder.

Section ~~9~~10. **Liens:** All dues and all assessments levied by the ~~C~~elub ~~and the house account of each member~~ shall be a first lien upon his or her Mmembership and upon said Equity mMember's Lot ownership of real estate in ~~Huntington Estates and Huntington Estates Addition~~ as provided for in the Declaration ~~that certain Declaration of Conditions, Covenants, Restrictions and Reservations dated the 27th day of April, 1976.~~

Section ~~10~~4. **Dissolution:** In the event of the dissolution of the ~~C~~elub, all assets remaining, after all liabilities and obligations of the ~~C~~elub have been paid or adequate provision made therefore, shall be distributed to a like-kind not-for-profit, including but not limited to a successor not-for-profit. No Mmember shall have any rights to any assets or property of the ~~C~~elub.

Section ~~11~~12. **Transfer of Membership:** Membership in this ~~C~~luberporation shall be automatically terminated when the Equity Member ceases to be an ~~record~~ Owner ~~or~~

~~beneficial owner in fee simple of a Lot property in Huntington Estates or Huntington Estates Addition and shall be automatically transferred to his or her successor Owner record or beneficial owner of a Lot. However, should an Equity Member leave Huntington Estates or Huntington Estates Addition, and said member has been an active member of the Board of Directors or any Committee Chairperson benefiting the Corporation, said Member will be, upon request, given priority listing of Annual Membership, for the subsequent year. Upon the sale or other transfer of ownership, the Equity Member who is thereafter no longer an Owner of a Lot shall cease to have any Membership rights or privileges in the Club and the new Owner of a Lot, who shall be the new Equity Member, shall have all of the Membership rights and privileges in the Club attributable to the Equity Member's Lot.~~

~~Section 123. **Refunds of Dues:** Dues to theis Cluborporation shall not be refunded when the Equity Member ceases to be an Owner record or beneficial owner in fee simple of a Lot property in Huntington Estates or Huntington Estates Addition but shall be automatically transferred to his or her successor Owner record or beneficial owner. Dues to this Corporation shall be refunded (100 %) when the Annual Member ceases membership prior to April 1st of each year. (Any Annual Member ceasing membership April 1st and later of each year will not receive a refund.) Twenty-five percent of the Equity Members dues to this Corporation shall be refunded when the Equity Member ceases POOL membership ONLY, prior to April 1st of each year. (No refunds will be allowed to Equity Members ceasing POOL membership April 1st and later of each year).~~

~~Section 13. **Equity Member Pool, Tennis and Basketball Usage:** Equity Members are not automatically entitled to use of the pool, tennis courts and basketball area. Equity Members must pay an additional assessment amount each year, above and beyond the annual assessment amount that is charged to all Equity Members, in order to have the right to use of the pool, tennis courts and basketball area for that year. The Board shall determine the additional assessment amount for Equity Member pool, tennis courts and basketball area usage each year. Equity Members desiring to acquire pool, tennis courts and basketball area usage privileges each year are required to opt-in by notifying the Club of same and pay the additional assessment amount by the due date established by the Board. No pool, tennis courts or basketball area usage privileges shall be granted to an Equity Member until such additional assessment amount is paid in full for the year.~~

ARTICLE IV MEETINGS OF EQUITY MEMBERS

Section 1. **Annual Meetings:** An annual meeting of the Equity Members shall be held the last Tuesday in October at the hour of 7:00 p.m. for the purpose of electing Directors and for the transaction of such business as may come before the meeting. ~~The initial Board of Directors as set forth in the Articles of Incorporation shall hold office until the first annual meeting.~~ If such day iswere a legal holiday, the meeting shall be held at the same hour on the next succeeding business day. If in any year during which

members of the Board of Directors are to be elected under these ~~By-Laws~~ the election of Directors is not held on the day designated herein for any annual meeting or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Equity ~~M~~Members called as soon thereafter as conveniently possible.

Section 2. **Special Meetings:** Special meetings of the Equity Members may be called either by the President, the Board of Directors, or by Equity Members having the aggregate of not less than one-tenth (1/10th) of the votes entitled to be cast at a meeting of Equity Members.

Section 3. **Place of Meeting:** The Board of Directors may designate any place within the City of Naperville, Illinois as the meeting place for any annual meeting or for any regular meeting or for any special meeting called by the Board of Directors. Provided, however, that if all of the Equity Members entitled to vote shall meet at any time and place either within or without the City of Naperville, Illinois and consent to the holding of a meeting, such meeting shall be valid without call or notice and at such meeting any corporate action may be taken.

Section 4. **Notice of Meeting:** Written or printed notice stating the place, day and hour of any meeting of Equity Members shall be delivered by Prescribed Delivery Method ~~either personally, by regular mail to each member, or published in any publication, newsletter, or web site generated by the Corporation and/or its agents and generally distributed to the Members~~ not less than ten (10)five or more than thirty (30)forty days before the day of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting. In case of a special meeting, or when required by statute or by these ~~By-Laws~~, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of the meeting shall be deemed delivered when deposited in the U.S. Mail addressed to the Equity Member at his/her address as it appears on the records of the ~~Club~~orporation with postage thereon prepaid.

Section 5. **Informal Action by Members:** Any action required to be taken at a meeting of the Equity ~~M~~Members of the ~~Club~~orporation, or any other action which may be taken at a meeting of Equity ~~M~~Members, may be taken without a meeting if a consent in writing setting forth the action so taken, shall be signed by all of the Voting ~~M~~Members entitled to vote with respect to the subject matter thereof.

Section 6. **Quorums:** The Voting ~~M~~Members having twenty percent (20%)~~a majority~~ of the votes, which may be cast at any meeting of Equity Members, shall constitute a quorum at such meeting. If a quorum is not present at any meeting of Equity ~~M~~Members, a majority of the votes of the Voting ~~M~~Members present that are entitled to vote may adjourn the meeting from time to time without further notice.

Section 7. **Proxies:** At any meeting of Equity ~~M~~Members, a Voting ~~M~~Member entitled to vote may vote either in person or by proxy duly executed in writing by the

Voting Member, witnessed and notarized, or his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE V BOARD OF DIRECTORS

Section 1. **General Powers:** The affairs of the Club shall be managed by its Board of Directors.

Section 2. **Number, Tenure, Qualifications:** ~~Except for the initial Board of Directors,~~ the number of Directors of the Club shall be no more than nine (9) and no less than five (5), which number shall be chosen by vote of the Equity Members at the Annual Meeting or such Special Meeting as may be called pursuant to Article IV, Section 2. Each Director shall hold office until his or her successor shall have been elected and qualified. The terms of the Directors shall be for two (2) years and said terms shall be staggered among the Directors such that as near to one-half (1/2) of the then existing Directors' terms shall terminate at the next Annual Meeting. Directors must be residents of the Property Huntington Estates or Huntington Estates Addition, City of Naperville, Illinois.

Section 3. **Regular Meetings:** A regular annual meeting of the Board of Directors may be called by or at the request of the president or any three (3) Directors. The person or persons authorized to call special meetings of the Board may fix any place, within the City of Naperville, as the place of holding any special meeting of the Board called by them. The Board shall meet at least four (4) times annually.

Section 4. **Notice:** ~~Notice of any special meeting of the Board of Directors shall be given at least 24 hours previously thereto by written notice delivered personally or sent by mail, facsimile and/or e-mail (with prior consent by recipient) to each member of the Board at his/her address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in sealed envelope so addressed with postage thereon prepaid. If notice is by mail then such notice must be no less than five (5) days prior to any meeting. Any member of the Board may waive notice of any meeting. Except to the extent otherwise provided by the Act, the Board shall give the Equity Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a Prescribed Delivery Method or by posting copies of notices of meetings in entranceways or other conspicuous places in the common areas of the Property at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Lots, the Board may designate one or more locations in the proximity of these Lots where the notices of meetings shall be posted. The Board shall give Equity Members notice of any Board meeting, through a Prescribed Delivery Method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in the Act.~~ The attendance of a member of the

Board at any meeting shall constitute a waiver of notice of such meeting, except where a member of the Board attends a meeting for the express purpose of objecting to the transaction of any business because of a lack of proper notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice or waiver of notice of such meeting unless specifically required by law or by the Declaration or these By-Laws.

Section 5. **Quorum:** A majority of the Board of Directors then holding office shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Board of Directors are present at said meeting, a majority of the Board of Directors present may adjourn the meeting from time to time without further notice.

Section 6. **Manner of Acting:** The Board of Directors shall act either by majority vote of the members of the Board present at a meeting at which a quorum is present or by written consent, setting forth the action taken, signed by all of the members of the Board of Directors entitled to vote with respect to the subject matter thereof.

Section 7. **Vacancies:** Any vacancies occurring in the Board of Directors among the members of a class of Directors or any office to be filled by reason of an increase in the number of a class of Directors shall be filled by the remaining members of that class of Directors. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his/her predecessor in office. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the Equity Membership or until Equity Members holding twenty percent (20%) of the votes of the Club request a meeting of the Equity Members to fill the vacancy for the balance of the term. A meeting of the Equity Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Equity Members holding twenty percent (20%) of the votes of the Club requesting such a meeting.

Section 8. **Compensation:** Directors as such shall not receive any stated salary for their services, but by resolution of the Board of Directors, any Director may be reimbursed for his/her actual expenses in carrying out his/her duties, provided that nothing herein contained shall be construed to preclude any Director from serving the Club in any other capacity and receiving compensation therefore. Provided that the Club may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Equity Members within twenty (20) days after a decision is made to enter into the contract and the Equity Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the Equity Membership, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this Section,

a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

Section 9. **Complaints:** The Board of Directors on its own motion or on complaint of any Mmember filed with it or on complaint of the pool committee, may cite any Mmember of the Celub to appear before such Board of Directors for conduct unbecoming a Mmember or for any conduct injurious to the order, peace, interest or welfare of the Celub or at variance with its objects, constitutions, by-laws or rules. Any such complaint made by a Mmember or by the pool committee shall be in writing and signed by such Mmember or by the chairpersonman of the pool committee, or where the Board of Directors takes action it shall be by resolution of the Board. In any case, the secretary, at the direction of the Board, shall in writing notify the Mmember so cited, furnishing him or her with a copy of said complaint or resolution and giving him/her at least five (5) days written notice to appear before the Board of Directors to answer thereto. Investigation of such complaint shall be conducted in manner and form as the Board of Directors may provide. If upon investigation and hearing, the Board of Directors shall be satisfied that the cited member has committed such conduct or misconduct, the Board may censor or suspend said Mmember's use of any Clubassociation facility.

Section 10. **Removal of Board Members:** Any Director may be removed from the Board, with or without cause, by the vote of Equity Members having at least two-thirds (2/3) of the total votes in the Club.

Section 11. **Open Board Meetings:** Meetings of the Board shall be open to any Equity Member, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Club has been filed and is pending in a court or administrative tribunal, or when the Club finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Club, (v) to discuss a Member's or Owner's unpaid share of Common Expenses, or (vi) to consult with the Club's legal counsel. A ny vote on these matters shall be taken at a meeting or portion thereof open to any Equity Member.

Section 12: **Virtual Attendance by Directors**

Directors may participate in and act at any meeting of the Board through the use of a conference telephone or other communications equipment by means of which all persons participating in the meeting can communicate with each other. Participation in such meeting shall constitute attendance and presence in person at the meeting of the person or persons so participating.

ARTICLE VI

OFFICERS

Section 1. **Officers:** The officers of the Cluboperation shall be a president, one or more vice-presidents (the number thereof to be determined by the Board of Directors), a treasurer, a secretary and such other officers as may be elected in accordance with the provisions of this Article. The Board of Directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it may deem desirable, such officers to have the authority and to perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person except the offices of the president and secretary, or president and treasurer.

Section 2. **Election and Term of Office:** The officers of the Cluboperation shall be elected every year by the Board of Directors at the first regular meeting of the Board of Directors following the annual meeting of the Equity Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified.

Section 3. **Removal:** Any officer or agent elected or appointed by the Board of Directors may be removed from office by the Board of Directors whenever, in its judgment, the best interests of the Cluboperation would be served thereby.

Section 4. **Vacancies:** A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. **President:** The president shall be the principal executive officer of the Cluboperation and shall, in general, supervise and control all of the business and affairs of the Cluboperation. He or she shall preside at all meetings of the Equity Mmembers and of the Board of Directors and shall do all things and perform all acts incident of the office of president of the Cluboperation. He or she shall appoint all members of all standing committees, however, such appointments shall be subject to the confirmation of the Board of Directors. He or she shall appoint all special committees. He or she shall have the power to remove any member of any standing committee; however, such removals shall be subject to confirmation by the Board of Directors. He or she shall have the power to remove any member of any special committee, however, such removals shall be subject to confirmation by the Board of Directors. He or she shall be an ex-officio member of all committees. He or she may sign with the secretary or any other proper officer of the Cluboperation or authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors have authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by the Declaration or these by By-Laws or by statute to some other officer or agent of the Cluboperation.

Section 6. **Vice President:** In the absence of the president or in the event of his or her inability or refusal to act, the vice president (or in the event there be more than one vice president, the vice president in the order designated, or in the absence of any designation, then in the order of their election) shall perform all duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as may from time to time be assigned to him or her by the president or by the Board of Directors.

Section 7. **Treasurer:** If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board of Directors shall determine. He or she shall have charge and custody of and be responsible for all funds and securities of the Club; receive and give receipts for moneys due and payable to the Club from any source whatsoever, and deposit all such moneys in the name of the Club in such banks, trust companies, or other depositories as shall be selected in accordance with the provisions of Article VII of these By-Laws; and in general perform all duties incident to the office of treasurer and such other duties as from time to time be assigned to him or her by the president or by the Board of Directors.

Section 8. **Secretary:** Secretary shall keep the minutes of the meetings of the members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws, by the Board of Directors, or as required by law; be custodian of the corporate records and of the seal of the Club, and see that the seal of the Club is affixed to all documents; the execution of which on behalf of the Club under seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board of Directors.

Section 9. **Assistant Treasures and Assistant Secretaries:** If required by the Board of Directors, the assistant treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Board of Directors shall determine. The assistant treasurers and assistant secretaries, in general, shall perform such duties as shall be assigned to them by the treasurer or by the president or by the Board of Directors.

Section 10. **Committees:** The president, with the approval of the Board, at the first meeting of the Board of Directors following the first annual meeting, and every annual meeting thereafter, shall appoint chairpersons for the following standing committees:

1. Pool Committee – Which shall be charged with the responsibility for the operation of the recreational facilities of the Club including the maintenance of all facilities.

2. Tennis Committee – Which shall be charged with the tennis functions sponsored by the Celub. ~~The chairperson must be a member of the Pool Committee.~~

3. Landscaping Committee – Which shall be charged with the maintenance of landscaping and grounds.

4. Social Committee – Which shall be responsible for all social functions sponsored by the Celub.

5. Legal and Insurance – Which shall be charged with the responsibility of reviewing and securing all necessary insurance policies and addressing those issues requiring legal interpretation, claims, and related issues. The chairperson of this committee shall, upon confirmation of the Board of Directors, secure such legal representation for the Club as may be from time to time necessary.

6. Communications Newsletter Committee – Which shall be charged with the responsibility of: ~~creating and sending out the newsletter on a routine basis throughout the year.~~

(a) creating and sending out a newsletter on a routine basis throughout the year, and

(b) editing and maintaining the website, and

(c) sending out periodic email updates to all Equity and Annual Members, and

(d) providing notice of unexpected facility closures.

~~7. Web site Committee – Which shall be charged with creating and maintaining a web site for the community.~~

~~78. Swim Team Committee – Which shall be charged with organizing the activities for the Club swim team.~~

~~89. Membership Committee – Which shall be charged with organizing and administering the list of members for the Club and maintaining the membership database. Additionally responsible for sending out invoices and collecting dues/fees. The Bath and Tennis Club of Huntington Estates.~~

~~9. Water Polo Committee - Which shall be charged with organizing the activities for the Club water polo team.~~

~~10. Welcome Committee – Which shall be charged with welcoming new residents to the Property and providing them with introductory information regarding the neighborhood, Club facilities and website, and helping new residents connect with other residents.~~

The chairperson of said committees shall prepare and submit to the president a list of committee members to serve on such committees for the succeeding year. Nothing contained herein shall preclude the president from appointing such other committees and delegating to them such powers and duties as the president may from time to time deem expedient. Provided, that, the Board shall determine and approve all committees and committee members. Additionally, all committees created by the Club shall be advisory in nature only and no committee shall have the authority to act on behalf of the Club or Board or bind the Club or Board to any action.

ARTICLE VII PROPERTY, CONTRACTS, CHECKS, DEPOSITS AND GIFTS

Section 1. **Property:** Title to all property shall be had in the name of the Club, and membership in the Club shall not give any Member any interest in the property of the Club. Any conveyance of property shall be made in the name of the Club by the President and attested to by the Secretary, or in the absence of these officers, by those delegated to perform their duties as elsewhere provided in these By-Laws.

Section 2. **Contracts:** The Board of Directors may authorize any officer or officers, agents or agent of the Club, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Club and such authority may be general or confined to specific instances.

Section 3. **Checks, Drafts, Etc.:** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Club, shall be signed by such officer or officers, agent or agents of the Club and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice-president of the Club.

Section 4. **Deposits:** All funds of the Club shall be deposited from time to time to the credit of the Club in such banks, trust companies or other depositories as the Board of Directors may select.

Section 5. **Gifts:** The Board of Directors may accept on behalf of the Club any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Club.

ARTICLE VIII BOOKS AND RECORDS

~~The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. Any member, or his agent or attorney may inspect all books and records of the Corporation for any proper purpose at any reasonable time.~~

The Board shall maintain the following records of the Club and make them available, within thirty (30) days of a written request for same to the Board, for examination and copying at convenient hours of weekdays by any Equity Member or such Equity Member's mortgagees and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other Club instruments, other duly recorded covenants and By-Laws and any amendments, Articles of Incorporation, annual reports and any rules and regulations adopted by the Club;
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common area, specifying and itemizing the maintenance and repair expenses of the Club and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Club;
- (c) The minutes of all meetings of the Club and the Board shall be maintained for a period of not less than seven (7) years;
- (d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Voting Members shall be maintained for a period of not less than one (1) year;
- (e) With a written statement of a proper purpose, such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not-for-Profit Corporation Act of 1986.
- (f) With respect to Lots owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Equity Member or Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

The Association may charge a reasonable fee for the costs of retrieving and copying any such documents.

ARTICLE IX FISCAL YEAR

The fiscal year of the Club shall begin on the first day of October and end on the last day of September in each year.

ARTICLE X SEAL

The Board of Directors shall provide a corporate seal, which shall be the form of a circle and shall have inscribed thereon the name of the Club and the words "Corporate Seal, Illinois".

ARTICLE XI NOTICE

Whenever any notice whatever is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois, the Act or under the provisions of the Articles of Incorporation, Declaration or the By-Laws of the Club, a waiver thereof in writing signed by the person or persons entitled to such notice, whether 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 XII INDEMNIFICATION

Each person who has acted or who is ~~now~~ acting as a director, officer, committee member, registered agent, attorney, accountant or employee for or on behalf of the Club shall be indemnified by the Club against any expenses actually and necessarily incurred by such person in connection with the defense of any action, suit, or proceeding which such person is made a party by reason of his or her having acted or now acting in such capacity. Such indemnification shall not be applicable where such person is adjudged guilty by a court of law of willful misconduct in the performance of his or her duties.

ARTICLE XIII FUNDS

~~As further detailed in Sections 4.04 and 4.10 of the Declaration, A~~ fund consisting of a least seventy-five thousand dollars (\$75,000.00) is to be established and maintained as a contingency fund. ~~The Board may draw upon said fund for Club purposes, provided that S~~said fund shall not be drawn upon below the seventy-five thousand dollar threshold without the agreement, in writing, of a majority of a quorum ~~least fifty-one percent (51%)~~ of the Equity Mmembers present at a meeting of the Equity Members called for the purpose of voting to draw upon the contingency fund below the seventy-five thousand dollar (\$75,000) threshold ~~in good standing at the time of said request.~~

~~A written notice of any single capital improvement expenditure over the amount of ten thousand dollars (\$10,000.00) must be sent to all homeowners at least fourteen (14) days before the Board of Directors meeting at which said expenditure will be approved.~~

ARTICLE XIV AMENDMENTS TO BY-LAWS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of the Directors present at any regular meeting or at any special meeting, (except Article 13, "FUNDS", this article cannot be altered, amended or repealed without fifty-one percent (51%) of Equity mMembers in good standing

agreeing on said change in writing) provided at least fifteen (15) days written notice is given of the intention to alter, amend or repeal or to adopt new ~~By-Laws~~ at such meeting provided that no portion of the ~~By-Laws~~ directly affecting the ~~Municipality~~ or relative to the maintenance provisions affecting the common areas of ~~the Property~~ shall be changed without the written approval of the ~~Municipality~~.

ARTICLE XV RULES

1. ~~These amendments to the bylaws adopt certain rules for the safety and welfare of the association, pursuant to Article XIV hereof.~~ The Board of Directors shall fix the terms and conditions upon which both ~~m~~Members and their guests may use the facilities of the ~~Club~~association.

2. Owners ~~shall failing to~~ maintain their landscaping ~~on their Lots in a manner that complies with the requirements of the Municipality and any applicable DuPage County requirements, in a manner that would, in the opinion of the Board of Directors or its Landscaping Committee, violate any Naperville or DuPage County ordinance, shall entitle the Board of Directors to contract to repair or remedy the landscape issue, and charge the cost back to the owner. The charge-back costs shall serve as a lien against the property when duly recorded as such.~~

3. Owners shall not make any changes nor modifications to the common ~~area or other Club owned property~~elements without prior written authority of the Board of Directors. Any approved change shall be first submitted to either the ~~L~~Landscaping ~~C~~committee or Board of Directors in writing.

4. ~~The Board shall have the discretion and authority to close any or all of the recreational facilities and common areas on the Property as it deems appropriate and to be in the best interests of the health, safety and welfare of the Members and residents and/or if required by law, ordinance, order or other directive from a federal, State or local government body with authority over the Club and/or the Property.~~

ARTICLE XVI INTERPRETATION

~~In the case of any conflict between the Articles of Incorporation of the Association, the Declaration, these By-Laws and the rules and regulations, the Articles of Incorporation shall control over the Declaration, the By-Laws and the rules and regulations, the Declaration shall control over the By-Laws and the rules and regulations, and the By-Laws shall control over the rules and regulations.~~

ARTICLE XVII DEFINITION OF TERM

The terms used in these By-Laws shall have the same definition as set forth in the Declaration, unless otherwise defined herein.

END OF TEXT OF BY-LAWS

This instrument was prepared by:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187