

BY-LAWS OF HICKORY GROVE LAKE COMPANY

An Illinois Corporation

2/13/2019
v.101917

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ARTICLE ONE

SHORT TITLE

This document shall be known as the "By-Laws of the Hickory Grove Lake Company, an Illinois Corporation". Its purpose is to establish uniform rules and regulations for the operation of the Corporation and for the promotion and protection of the public health, safety, morals, comfort, and general welfare of members of Lake Warren.

ARTICLE TWO

GENERAL RULES

I. RULES AND DEFINITIONS

A. *Rules for Construction of Language*

1. The particulars shall control the general.
2. The word "shall" is mandatory and not discretionary. The words "may or should" are permissive.
3. Words used in the present tense shall include the future; and words in the singular number shall include the plural, and the plural the singular, unless the content clearly indicates the contrary.
4. The phrase "used for" includes "arranged for", "designed for", "intended for", "maintained for", and "occupied for".
5. Words not defined herein shall be interpreted from the dictionary or generally accepted definition or meaning.

B. *Definitions*

1. Accessory Building or Use. A use customarily incidental and subordinate to the principal use or building and located on the same lot with such principal use or building. A mobile home shall not be considered permissible as an accessory building. An accessory use includes, but is not limited to, the following:
 - a. A children's playhouse, garden house, gazebo, and greenhouse.
 - b. A garage, shed, building for domestic storage or boat storage facilities.
 - c. Incinerators incidental to residential use.
 - d. Off-street motor vehicle parking areas.
2. Agriculture. The use of land for agriculture purposes. This includes necessary buildings and structures which should be used for agriculture including, but not limited to, farming, dairying, pasturage, agriculture, animal and poultry husbandry and the necessary accessory uses for packing, treating or storing the produce; excepting horticulture, floriculture, viticulture, and domestic gardening for private use and not resale.
3. Alterations. As applied to a building improvement, or structure, a change or rearrangement in the structural parts or in the exit facilities, or an enlargement, whether by

extending on a side or by increasing in height, or the moving from one location or position to another, or by a change in use.

4. Alterations, Structural. Any change in the supporting members of a building such as bearing walls, columns, beams, or girders.
5. Apartment. A room or suite of rooms in a multiple family structure, which is arranged, designed, used or intended to be used as a single housekeeping unit, and which contains complete kitchen, bath and toilet facilities, permanently installed.
6. Apartment house. A building arranged, intended, or designed to be occupied by two or more families living independently of each other.
7. Auction Sales. Any sales of land, leasehold estates, structures, improvements, buildings, or goods, either public or private, where any or all persons who choose are permitted to offer bids on the property being sold where sale is made to the highest bidder.
8. Automobile Repair, Major. Engine rebuilding or major reconditioning of worn or damaged motor vehicles.
9. Automobile Repair, Minor. Incidental repairs, replacement of parts, and motor service to automobiles other than commercial repair but not including any operation specified under "Automobile Repair, Major."
10. Automobile Wrecking Yard. Any area of land where any motor vehicles, including boats, boat trailers, or recreational vehicles and trailers, not in running condition or without valid license plates, or parts thereof, are stored in the open and not being restored to operation; or any land, building or structure used for the wrecking or storing of such vehicles or parts thereof, not in running condition.
11. Basement. A story partly underground. A basement should be counted as a story if 3 feet above the highest grade.
12. Basement Dwelling. Any Dwelling not having at least one-half of its height above the highest level of the adjoining ground.
13. Billboard or Signboard. Any structure or portion thereof, situated on private premises, on which lettered, figured or pictorial matter is, or intended to be, displayed for advertising purposes. This definition shall exempt a real estate sign no larger than 30"X42" advertising for sale or rent the property upon which it stands. (Adopted 01/12/11)
14. Board. The duly elected Board of Directors as established in Article VI.
15. Boat Docks. Any structure or improvement used, in whole or in part, for the tying or storage of boats or other water craft, the means of access to and from watercraft, or swimming and fishing. It shall include structures fastened to or set upon the lake bed or floating upon the surface of the lake.
16. Building. A structure having a roof supported by columns, or walls, for the shelter, support, enclosure or protection of persons, animals, chattels, or property.
17. Buildable Area. The space remaining on a lot after the minimum building setback line and other requirements of these By-Laws are complied with.
18. Building Area. The maximum horizontal projected area of a building and its accessory buildings, excluding open steps, terraces and cornices projecting not more than thirty (30) inches.
19. Building, Front Line of. The line of that face of the building nearest the front line of the lot.

This face includes sun parlors and covered porches, whether enclosed or unenclosed, but does not include steps.

20. Building, Height of. The vertical distance measured from the highest elevation of the proposed existing finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs, and to the mean height between the eaves and ridge for gable, hip and gambrel roofs.
21. Building Inspector. The duly appointed or employed officer whose duty is to enforce the provisions of these By-Laws or regulations duly established by the Board.
22. Building, Setback Line. A line parallel to the front line at a distance regulated by requirements as herein established.
23. Corporation. The Hickory Grove Lake Company, an Illinois Corporation.
24. Corporate Employees. Persons employed either part time or full time, by the Corporation, pursuant to the actions of the governing body of the Corporation. Corporate employees shall not include independent contractors.
25. Corporate Property. Any and all property both, real, personal or mixed, owned or leased in whole or in part by the Corporation.
26. Coverage. That percentage of the plot or lot area covered by the building area.
27. Dwelling. A building, including an existing grandfathered mobile home, designed or used exclusively as the living quarters for one family.
28. Essential Services. The erection, construction, alteration, or maintenance, by public utilities or municipal or other governmental agencies, of underground or overhead gas, electrical, steam or water transmission or distribution systems, collection, communication, supply or disposal systems, elevated and underground water storage tanks, including poles, wires, mains, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call boxes, traffic signals, hydrants, and other similar equipment and accessories in connection therewith, reasonably necessary for the furnishing of adequate service by such public utilities or municipal or other governmental agencies or for the public health or safety or general welfare, but not including buildings.
29. Family. One or more persons limited to the spouse, parents, grandparents, grandchildren, sons, daughters, brothers, or sisters of the member living together as a single housekeeping unit and maintaining a common household. Family may also include domestic servants. Domestic servants must be employees of the leaseholder and must be approved by the Board.
30. Fence or fencing. A barrier either naturally growing or otherwise located upon a lot and composed of any material whatever, intended to prevent escape from or intrusion upon or to mark a boundary of, any leasehold estate or corporate property. Fence or fencing shall include bushes, shrubbery, trees or flowers.
31. Firearm. A rifle, shotgun, revolver, pellet gun, BB gun or any other device by which a projectile is discharged by an explosive force such as an explosion of gun powder or the release of air or other gaseous substances.
32. Flood Plain. Lands which are low-lying, difficult to drain, subject to flood, or are natural drainage ways.
33. Front line. That side of the property adjoining the roadway or street, either corporate or private. In the event a property adjoins both a corporate and a private street, the front line shall

be that side of the property that adjoins the corporate roadway or street.

34. Garage, Private. An accessory building, housing not to exceed two (2) motor driven vehicles, the property of and for the use of the occupants of the lot on which the private garage is located.
35. Garage, Public. Any garage other than a private garage, available to the public, operated for gain, and which is used for storage, repair, rental, greasing, washing, servicing, adjusting or equipping of automobiles or other motor vehicles.
36. Governing Body. The duly elected governing Board of Directors or Board of Trustees of the Corporation; the State of Illinois, the County Board or the City or Village Board, whichever has jurisdiction.
37. Home Occupation. An accessory use of a service character customarily conducted within a dwelling by the residents thereof, which is clearly secondary to the use of the dwelling for living purposes and does not change the character thereof or have any exterior evidence of such secondary use other than a small name plate and in connection therewith there is not involved the keeping of a stock in trade. The office of an instructor in violin, piano or other individual musical instrument limited to a single pupil at a time who offers skilled services to clients, and is not professionally engaged in the purchase or sale of economic goods, should be deemed to be Home Occupations; and the occupations of dressmaker, milliner, or seamstress, each with not more than one paid assistant should be deemed to be Home Occupations. Occupations of beauty parlors, barber shops, insurance offices and real estate offices; offices of a physician, surgeon, dentist or other professional persons should not be deemed as Home Occupations. Dancing instruction, band instrument instruction in groups, tourist homes, convalescent homes, mortuary establishments, and stores, trades or business of any kind not herein excepted should not be deemed to be Home Occupations.
38. Hospital. Unless otherwise specified, the term "hospital" should be deemed to include sanitarium, clinic, rest home, nursing home, convalescent home or any other place for the diagnosis, treatment or other care of ailments, and should be deemed to be limited to places for the diagnosis, treatment or other care of human ailments.
39. Improvements. Buildings or other alterations which have as their purpose the effect of enhancing the value, appearance, or efficient use of the lot or existing structure.
40. Junk Yard. An open area or fenced enclosure where used or secondhand materials are bought, sold, exchanged, stored, baled, packed, dissembled or handled including but not limited to scrap iron and other metals, paper, rags, rubber tires, and bottles. A junk yard includes an automobile wrecking yard.
41. Kennel. A building or structure where three (3) dogs, cats or other domestic animals are boarded for compensation or sale or where the animals are bred or raised
42. Leasehold estate. Any estate or interest acquired in Corporate property held or possessed by reason of or under a lease either oral or written issued from or agreed upon by the Corporation or Board.
43. Lot. A parcel or area of land accessible by means of a road, street, water or place. It is a single parcel separately described in a plat dated March 1, 1974, which is recorded in the office of the Recorder of Deeds, Warren County, Illinois.
44. Lot Coverage. The percentage of the lot area covered by the building area.
45. Nonconforming Use. A building or use of land that does not conform to these regulations.
46. Parking Lot. Any place, lot, parcel or yard used in whole or in part for the storage or

parking of two or more vehicles where such usage is not incidental to or in conjunction with a dwelling.

47. **Parking Space.** An off-street space with a gravel or hard surface pad available for the parking of one motor vehicle, and having an area of not less than one hundred eighty (180) square feet exclusive of passageways and driveways appurtenant thereto and giving access thereto and having access to a street or roadway.
48. **Place.** An open unoccupied space other than a street or alley, reserved as the principal means of access.
49. **Planning Committee.** A committee comprised of three (3) or more members of the Board duly appointed whose duty it is to enforce the supplementary regulations under Article XVI of these By-Laws.
50. **Reserved Corporate Property.** Any property not platted as lots as per Plat recorded in the Office of Recorder of Deeds, Warren County, Illinois, dated March 1, 1974 or used for the benefit and enjoyment of all residents or members of Lake Warren or used for corporate purposes. Reserved Corporate property shall include, but not limited to, the lake, golf course, camping area, picnic area, gatehouse, beach area, shoreline setbacks, and all plated roadways. (Amended December, 2009)
51. **Sanitation or Sanitary Facilities.** Any facilities existing in or erected upon or in a private residence for the purpose of, relating to, or used in the disposal of sewage including domestic waterborne waste, including septic tanks.
52. **Service Station.** A building, buildings, premises or portions thereof which are used or arranged, designed, or intended to be used for the retail sale of gasoline or other motor vehicles, motorboats, or aircraft fuels.
53. **Side lot line.** That line or boundary of a lot that runs perpendicular to or immediately adjoin the front line of the same lot.
54. **Stable.** Any building structure or portion thereof which is used in or in part for the shelter or care of horses, cattle or other similar animals, either permanently or transiently.
55. **Story.** That portion of a building included between the surface of any floor and the surface of the floor next above it, or if there be no floor above it, then the space between any floor and the ceiling next above it. See also basement definition (No. 11).
56. **Street or Road.** A public or private way which affords the principal means of access to abutting properties.
57. **Structure.** Anything constructed or erected, the use of which requires location on the ground, or attachment to something having location on the ground.
58. **Subleasing.** A lease granted to another tenant other than the primary leaseholder of the property who is not living on the property. A sub-lease has nothing to do with payment to the leaseholder that is strictly a contract between the tenant and the leaseholder. In order for a sub-lease to be legal, the leaseholder must adhere to By-Law Article 17 Leasehold Estates, Part Two, titled Sale or Assignment of Leasehold Estate and Sub-Leasing.
59. **Trailer.** Any vehicle or structure used for single family living or sleeping purposes, have no foundation other than wheels, blocks, skids, jacks, horses, or skirting and which is, has been, or reasonably can be equipped with wheels or other devices for transporting the structure from place to place, whether by motive power or other means. The term "trailer" shall include camp car, house car, travel trailer, camping trailer and motor home. The term "trailer" shall not include a mobile home permanently affixed to a leasehold lot that is used as a dwelling. (Adopted 01/12/11)

60. Use. The specific purpose for which land or a building is designed, arranged, intended, or for which it is or may be occupied or maintained.

ARTICLE THREE

OFFICES

I. REGISTERED OFFICE

- A. The registered office of the Corporation is located at Rural Route Two, Lake Warren Monmouth, Illinois.

II. REGISTERED AGENTS

- A. The name of the registered agent of the Corporation at such address is the corporate secretary.

III. PRINCIPAL OFFICE

- A. The principal office for the transaction of business of this Corporation is located at
P.O. Box 463
Monmouth, Illinois
The Board of Directors has full power and authority to change the principal office from one location to another.

IV. OTHER OFFICES

- A. The Corporation may also have offices at such other places within or without the State of Illinois, where the Corporation is qualified to do business, as the Board of Directors may from time to time designate, or the business of the Corporation may require.

ARTICLE FOUR

SHAREHOLDERS MEETINGS

I. PLACE OF MEETINGS

- A. Meetings of Shareholders shall be held at any place within or without the State of Illinois designated by the Board of Directors pursuant to authority hereinafter granted to the Board, or by written consent of all persons entitled to vote thereat.
- B. Any meeting is valid wherever held if held by the written consent of all the persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Corporation.

II. TIME OF ANNUAL MEETING-BUSINESS TRANSACTED

- A. The annual meeting of the shareholders shall be held on the third Tuesday of November of each year commencing at the hour of seven o'clock p.m.
- B. At such meetings Directors and Trustees shall be elected, reports of the affairs of the Corporation shall be considered, and any other business may be transacted which is within the power of the shareholders.

III. NOTICE OF MEETINGS

- A. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) but no more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officers or persons calling the meeting, to each shareholder of record entitled to vote at such meeting.
- B. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the shareholder at his address as it appears on the records of the Corporation, with postage thereof prepaid.

IV. CONTENTS OF NOTICE

- A. Notice of any meeting of shareholders shall state the purpose or purposes for which the meeting is called if it is a special meeting, or if its purpose, or one of its purposes, will be to consider the proposed reduction of the stated capital without amendment, to consider the voluntary dissolution or revocation of voluntary dissolution by act of the Corporation to consider the proposed disposition of all, or substantially all the assets of the Corporation outside of the ordinary course of business.
- B. If the purpose of this meeting or one of its purposes is to consider a proposed amendment of the Articles of Incorporation, the notice must set forth a proposed amendment or summary of the changes to be effected thereby.
- C. If the purpose of the meeting or one of its purposes is to consider a proposed merger or consolidation, a copy or a summary of the plan of merger for final consolidation shall be included in or enclosed with the notice.

V. NOTICE OF ADJOURNED MEETING

- A. When a shareholder's meeting is adjourned for thirty (30) days or more, notice of the adjourned meeting shall be given as in case of the original meeting. When a meeting is adjourned for less than thirty (30) days, it is not necessary to give any notice for the time and place of the adjourned meeting or of the business to be transacted thereat other than by announcement at the meeting at which the adjournment is taken.

VI. SPECIAL MEETINGS

- A. Special meeting of the shareholders may be called at any time by any of the following: The President, the Board of Directors, the Executive Committee or on petition of fifty (50) shareholders in good standing, stating the object thereof.

VII. QUORUM OF SHAREHOLDERS

- A. One-third (1/3) of the outstanding shares, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders.
- B. If a quorum is present, the affirmative vote of the majority of the shares present or represented at a meeting shall be the act of the shareholders unless the vote of a greater number is required by the Articles of Incorporation, these By-Laws or the laws of the State of Illinois.

VIII. ADJOURNMENT FOR LACK OR LOSS OF QUORUM

- A. In the absence of a quorum or the withdrawal of enough of the shareholders to leave less than a quorum, any meeting of shareholders may be adjourned from time to time by the vote of the majority of the shares, the holders of which are either present in person or represented by proxy thereat, but no other business may be transacted.

IX. CLOSING OF TRANSFER BOOKS

- A. For the purpose of determining shareholders entitled to notice of or to vote at any meeting of shareholders, or shareholders entitled to receive payment of any dividends or in order to make determination of shareholders for any proper purpose, the share transfer book shall be closed on September 30 of each year and shall remain closed until the annual meeting.
- B. In lieu of closing the share transfer book, the Board of Directors may fix September 30 of each year as the record date for any determination of shareholders. If the transfer book is not closed and no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of the dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the Board of Directors declaring such dividend is adopted as the case may be, shall be the record date for such determination of shareholders.

X. LIST OF SHAREHOLDERS

- A. The Officer or agent having charge of the Transfer book for shares of the Corporation, shall make, at least ten (10) days before each meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order and with the address of and the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept in a file in a registered office of the Corporation and shall be subject to inspection by any shareholder at any time during the usual business hours.
- B. Such a list shall also be produced and kept open at the time and place of the meeting and shall be subject to inspection by any shareholder during the whole time of the meeting.
- C. The original share ledger of transfer book or duplicates thereof kept in the State of Illinois shall be prima facie evidence as to who are the shareholders entitled to examine such a list or share ledger or transfer book or to vote at any meeting of shareholders.
- D. However, the failure to prepare or to make available such lists in the manner provided above, shall not affect the validity of any action taken at the meeting.

XI. VOTING OF SHARES

- A. Each outstanding share shall be entitled to one vote on each matter submitted to a vote at the meeting of shareholders.

XII. CUMULATIVE VOTING

- A. In all elections for Directors and Trustees, every shareholder shall have the right to vote in person or by proxy for the number of shares owned by him for as many persons as there are Directors and Trustees to be elected, or to accumulate said shares and give one candidate as many votes as the number of Directors or Trustees multiplied by the number of his shares, shall equal or to distribute them in the same manner among as many candidates as he shall see fit.

XIII. VOTING BY BALLOT

- A. Voting by shareholders shall be by ballot and not by voice in all elections for Directors and Trustees.

XIV. PROXIES

- A. The shareholder may vote either in person or by proxy executed in writing by the shareholder or by his duly authorized attorney in fact.
- B. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

XV. WAIVER OF NOTICE

- A. Whenever any notice whatever is required to be given a shareholder under the provisions of the laws of the State of Illinois under the provisions of the Articles of Incorporation or By-Laws of the Corporation, a waiver thereof, in writing signed by the shareholder entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

XVI. CONDUCT OF MEETINGS

- A. At every meeting of the shareholders, the President, or in his absence, the Vice-President, shall act as chairman.
- B. The Secretary of the Corporation, or in his absence, the Assistant Secretary, shall act as Secretary of all meetings of the shareholders.
- C. In the absence at such meetings of the President, Vice-President, Secretary or Assistant Secretary, the Chairman shall be chosen by a majority in interest of the shareholders of the Corporation present in person or by proxy and then entitled to vote.

ARTICLE FIVE

SHARES

I. CERTIFICATES ISSUED

- A. Shares or certificates representing shares may be issued by the Corporation upon payment of the full amount of consideration and upon written application of a form provided by the Board of Directors.
- B. When such considerations have been paid to the Corporation, the shares shall be deemed to be fully paid and non-assessable and the certificate representing such shares shall be issued to shareholder.

II. CONSIDERATION

- A. The consideration for the issuance of shares may be paid, in whole or in part, in money, in other property, tangible or intangible, or in labor, or services actually performed for the Corporation.
- B. Neither promissory notes nor future services shall constitute payment, or part payment, for shares of the Corporation.
- C. No share of the corporation shall be issued for less than par value.

III. LIMIT OF OWNERSHIP OF SHARES

- A. No person, family or business entity shall be entitled or permitted to purchase, or own, more than two shares of stock in the Corporation.

IV. PREEMPTIVE RIGHTS

- A. No shareholders of this Corporation shall have any preemptive preferential rights, as such rights are defined by law, to subscribe for or purchase shares or securities which the Corporation may from time to time issue or sell.
- B. The acceptance of shares of the Corporation shall be deemed a waiver of any such preemptive or preferential right which in absence of this provision right otherwise have been asserted by the shareholders of the Corporation of any of them.

V. TRANSFER OF SHARES

- A. Before there can be a valid sale or transfer of any of the shares of the Corporation by any holder thereof, such holder shall first offer said shares to the Corporation by delivering a notice in writing by mail or otherwise to the Secretary of the Corporation stating the price, terms and conditions of the proposed sale or transfer, the number of shares to be sold or transferred, and his intentions to so sell and transfer such shares.
- B. Within ten (10) days thereafter, the Corporation shall have the prior right to purchase such shares, at the price and under the terms and conditions stated in the notice; provided, however, that the Corporation shall not at any time be permitted to purchase all of the outstanding shares.
- C. Should the Corporation fail to purchase the shares at the expiration of the ten (10) day period, or prior thereto decline to purchase the shares, the Secretary of the Corporation shall, within five (5) days thereafter, mail or deliver to the shareholder notice of the declination to purchase the shares.

- D. In the event the Corporation fails to purchase such shares, the shareholder may dispose of said share to a person approved by the Board of Directors pursuant to application provided herein; however, the shareholders shall not sell or transfer such shares at a lower price or on terms more favorable to the purchaser or transferee than those specified on their notice to the Secretary of the Corporation.

VI. APPLICATION FOR TRANSFER

- A. All shareholders proposing to transfer or sell shares to persons other than the Corporation shall, not less than 30 days prior to said transfer or sale, file written application for transfer of said shares with the Board of Directors, together with a transfer of said shares with the Board of Directors, together with a transfer fee in the sum of Ten Dollars (\$10.00).
- B. The Board of Directors shall notify shareholder making application for transfer or sale within thirty (30) days of the application of its acceptance or rejection of the proposed transferee.
- C. In the event the Board fails to so notify the shareholder applying for said transfer or sale within thirty (30) days, such failure shall be deemed approval of the transfer. In no event shall the transfer of shares of the Corporation other than pursuant to these By-Laws be effective.

VII. LOST OR DESTROYED CERTIFICATES

- A. The shareholder claiming a certificate of stock to be lost or destroyed shall make an affidavit or affirmation of that fact and advertise the same through the Board by making written application of the issuance of a new certificate on forms provided by the Board of Directors.
- B. Such application shall be accompanied by a reissuance fee in the sum of Ten Dollars (\$10.00) in addition to a bond in such form and with one or more sureties satisfactory to the Board, in such amount as the Board may determine, to protect said Corporation or any person injured by the issuance of a new certificate from any liability or expense which said Corporation may incur by reason of the original certificate remaining outstanding.

VIII. PLEDGING OF SHARES FOR COLLATERAL

- A. No share of the Corporation shall be pledged as security or otherwise listed as collateral by any shareholder.

IX. RETIRING SHARES

- A. The Corporation may retire shares by affirmative vote of a majority of the Directors constituting a quorum at any regular meeting of the Board of Directors under the following circumstances:
 - 1. The shareholder has not paid annual membership fees for a continuous period of five (5) years; and
 - 2. The shareholder does not possess a lease of a Corporate Lot and has not possessed such a lease for a continuous period of five (5) years; and
 - 3. The Corporation notifies the shareholder of its intent to retire the share by sending a notice to the shareholder of its intent to retire the share at the last address shown on the Corporate records at least thirty (30) days prior to the date the retirement is to be considered.

ARTICLE SIX

DIRECTORS

I. DIRECTORS OR BOARD DEFINED

- A. "Directors" or "Board" when used in relation to any power or duty requiring collective action means "Board of Directors."

II. POWERS

- A. The business and affairs of the Corporation, including the hiring and discharge of corporate employees and all corporate powers shall be exercised by or on authority of the Board of Directors, subject to limitation imposed by the laws of the State of Illinois, the Articles of Incorporation, or these By-Laws as to action which requires authorized approval by the shareholders.

III. NUMBER OF DIRECTORS

- A. The number of Directors of this Corporation shall be nine (9), all of whom need to be shareholders of this Corporation.
- B. The number of Directors may be increased or decreased from time to time by amendment of these By-Laws but no decrease shall have the effect of shortening the term of any incumbent Director.

IV. TERM OF OFFICE

- A. Effective with the 1992 annual meeting three directors shall be elected for a three year term of office, three directors shall be elected for a two year term of office, and three directors shall be elected for a one year term of office.
- B. The directors shall hold office until their term expires with three directors being elected at each succeeding annual meeting for a three year term of office beginning with 1993 annual meeting.
- C. No Director shall serve more than three consecutive three-year terms. (Adopted 01/22/09)

V. VACANCIES

- A. Any vacancy occurring on the Board of Directors in any directorship to be filled by reason of an increase in the number of Directors may be filled by election at the annual meeting or at a special meeting of the shareholders called for that purpose.
- B. A Director may be appointed by action of the majority of the Directors then holding office to fill a vacancy created during a term of a Director but shall not be appointed for more than the unexpired term of his predecessor in office.

VI. PLACE OF MEETINGS

- A. All meetings of the Board of Directors shall be at such place within or without the State of Illinois as may be designated from time to time by resolution of the Board or by written consent of all members of the Board.

VII. REGULAR MEETINGS

- A. Regular meetings of the Board of Directors shall be held immediately following each annual meeting of the shareholders of this Corporation and in addition, on the second Wednesday of each month or at such other times as the Directors may determine. (Adopted 01/09/08)

VIII. SPECIAL MEETINGS

- A. Special meetings of the Board of Directors of the Corporation shall be called by the President, or if he is absent or unable to or refuses to act, by any Vice-President, or by any two (2) Directors.

IX. QUORUM

- A. A majority of the authorized number of Directors constitute a quorum of the Board for the transaction of business.

X. COMPENSATION

- A. The Board of Directors, by affirmative vote of a majority of the Directors then in office, and irrespective of any personal interests of any of its members, shall have authority to establish reasonable compensation of all Directors for services to the Corporation as Directors, Officers, or otherwise.

XI. COMMITTEES

- A. The Board, by affirmative vote of a majority of the members constituting the Board of Directors, may appoint such Committees as the Board, in its sole discretion, deems necessary for the administrative functions for the efficient operation of Lake Warren, which Committees shall have and may exercise such powers as shall be conferred or authorized by resolution of the Board. In addition, the Board may appoint the following standing Committees, in its sole discretion. (Adopted 01/12/11)

- B. Long Range Planning Committee

- 1. The committee will consist of the following:
 - a. Chairman of Committee: Immediate Past President
 - b. Current President
 - c. All Past Presidents
 - d. Current Trustees

- e. Any additional members as may be deemed necessary may be appointed by the Chairman of the Committee
 - 2. The duties of this Committee are to serve as the Nominating Committee for Board members and to guide the present Board to elect officers for the year for Lake Warren with reporting at the annual meeting.
 - a. Committee members who may be considered for election or reelection to a board or trustee position shall abstain from voting on the Nominating Committee.
 - 3. This committee will also plan 5-10 year goals for Lake Warren.
- C. Memorial Committee (Adopted 01/12/11)
- 1. The committee will consist of the following:
 - a. A Trustee will be appointed by the board to chair the committee.
 - b. The board will appoint two board members.
 - 2. The duties of this Committee will be to set guidelines for the use of memorial funds for the enjoyment and preservation of Lake Warren and to make recommendations to the board for such expenditures.
 - 3. The Memorial Committee will also be responsible for the following:
 - a. Answer questions concerning memorials and appropriately respond to contributing families.
 - b. During the annual shareholders meeting, provide a report of memorial activities and give appropriate recognition to the memory of deceased members who have passed during the year.

XII. LIMITS ON INDEBTEDNESS

- A. No action shall be taken by the Board of Directors in any fiscal year to borrow money or to cause the indebtedness of the Corporation to be increased in excess of \$10,000.00 without approval by a majority of the shareholders present at an annual or special meeting.

ARTICLE SEVEN

OFFICERS

I. NUMBER AND TITLES

- A. The Officers of the Corporation shall be a President, Vice-President, a Secretary, an Assistant Secretary and a Treasurer.
- B. The Corporation may also have, at the discretion of the Board of Directors, a chairman of the Board, one or more Assistant Treasurers and such other officers and assistant officers and

agents as may be appointed.

- C. One person may hold two or more offices, except those of President and Secretary.

II. TERM OF OFFICE

- A. The officers of the Corporation, excepting such officers as may be appointed, shall be chosen annually by the Board of Directors, and each shall hold his office until he shall resign or shall be removed or otherwise disqualified to serve, or his successor be elected and qualified.

III. REMOVAL

- A. Any officer or agent may be removed by the Board of Directors whenever, in its judgment, the best interest of the Corporation will be served thereby; provided however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed.
- B. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or to the Secretary of the Corporation.
- C. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein.

IV. VACANCIES

- A. If the office of the President, Vice-President, the Secretary, Assistant Secretary, or Treasurer become vacant by reason of death, resignation, removal or otherwise, the Board of Directors shall elect a successor who shall hold office for the unexpired term or until his successor is elected.

V. PRESIDENT

- A. The President shall be the chief executive officer of the Corporation and shall, subject to the control of the Board of Directors, have general supervision, direction and control of the business and officers of the corporation, and shall have the general powers and duties of management usually vested in the office of President of the Corporation.
- B. Within his or her authority and the course of his or her duties he or she shall preside at all meetings of the shareholders and meetings of the Board of Directors.
- C. He or she shall sign all certificates of stock of the Corporation, unless otherwise ordered by the Board of Directors and, when authorized by the Board of Directors or required by law, shall execute, in the name of the Corporation, deeds, conveyances, notices, leases, checks, drafts, bills of exchange, promissory notes, contracts, other papers or instruments in writing.

VI. VICE-PRESIDENT

- A. In the absence or disability of the President, the Vice-President shall perform all the duties of the President, and when so acting shall have all the powers of the President.

VII. SECRETARY

- A. The office of secretary is eliminated as an elected Board of Directors position.

VIII. ASSISTANT SECRETARY

- A. At the request of the Secretary, or in his or her absence or disability, the Assistant Secretary shall perform all the duties of the Secretary, and when so acting, he or she shall have all the powers of, and be subject to all the restrictions on the Secretary.
- B. The Assistant Secretary shall perform such other duties as from time to time may be assigned to him or her by the Board of Directors or the Secretary.

IX. TREASURER

- A. The Treasurer shall have charge and custody of, and be responsible for all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, trust companies, or depositories as shall be selected by the Board of Directors; receive, and give receipt for, monies due and payable to the Corporation from any source whatever; disburse or cause to be disbursed the funds of the Corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements; maintain and keep adequate and correct accounts of the Corporation properties and business transactions including accountings of assets, liabilities, receipts, disbursements, gains, losses, capital, surplus, and shares; render to the President and Directors, whenever they request it, an account of all his transactions as Treasurer and of the financial condition of the Corporation; upon the written request of any shareholder of the Corporation, mail to such shareholder within fourteen (14) days after receiving such request a balance sheet as of the close of the fiscal year of the Corporation and a profit and loss statement for such fiscal year; provided that if such request is received before said financial statements are available, the Treasurer shall mail such financial statements within fourteen (14) days after they become available, but in any event within One Hundred Twenty (120) days after the close of the latest fiscal year of the Corporation; give to the Corporation a bond, if required by the Board of Directors for the President, in a sum, with one or more sureties, or a surety company satisfactory to the Board, for the faithful performance of the duties of this office and for restoration to the Corporation in the case of his death, resignation, retirement or removal from office of all the papers, books, vouchers, money and other property of whatever kind in his possession and under his control belonging to the Corporation; and, in general perform all the duties incident to the office of the Treasurer and such other duties as from time to time may be assigned to him by the Board of Directors.
- B. In case of the absence or disability of the Treasurer or his or her refusal or neglect to act, any person hereunto authorized by the President or by the Board of Directors may perform the functions of the Treasurer.

ARTICLE EIGHT

TRUSTEES

I. TRUSTEES DEFINED

- A. Trustees when used in relation to any power or duty requiring action means "Board of Trustees."

II. DUTIES

- A. The Trustees shall assist the Board of Directors in all capacities and perform all functions which the Board shall designate on request, subject to limitation of the By- Laws or the Articles of Incorporation, but shall have no authority or power to perform any act or function unless said authority is first granted the Trustees by the Board of Directors.

III. NUMBER OF TRUSTEES

- A. The number of Trustees of this Corporation shall be four (4), all of whom need to be shareholders of this Corporation.

IV. TERM OF OFFICE

- A. Each Trustee shall hold office for a period of four years. No Trustee shall hold office for more than two consecutive four-year terms. (Adopted 01/22/09)

V. VACANCIES

- A. If a Trustee elects not to finish a term, a replacement shall be selected by the remaining Trustees.

ARTICLE NINE

FISCAL YEAR

I. FISCAL YEAR

- A. The fiscal year of the Corporation shall begin on the 1st day of November of each year and shall end on the 31st day of October or on any other fiscal year as shall be determined by the Board of Directors.

ARTICLE TEN

DIVIDENDS

I. DIVIDENDS

- A. The Board of Directors may from time to time declare and the Corporation may pay, dividends to its outstanding shares in the manner and upon the terms and conditions provided by law and its Articles of Incorporation.

ARTICLE ELEVEN

MEMBERSHIP

I. CLASSES OF MEMBERS

The Corporation will have two classes of members for Lake Warren which are designated as regular members and associate members. Cards evidencing membership will be issued by the Corporation.

- A. Regular Member. Any person or family who is a shareholder of the Corporation, and eighteen (18) years of age or older shall be entitled to a regular membership upon written application and approval by the Board as herein provided, and upon payment of the appropriate membership fee.
- B. Associate Member. Any person or family who is not a shareholder of the Corporation and eighteen (18) years of age or older shall be entitled to an associate membership upon written application and approval by the Board, as herein provided, and upon payment of the appropriate membership fee.

II. APPLICATION FOR MEMBERSHIP

- A. Application for any membership in the Corporation in Lake Warren shall be submitted, in writing, on a form provided by the Board, to said Board. All applicants must attend the board meeting when the application for membership is considered. The attendance requirement may be waived by the membership committee for cause. (Adopted 09/08/2010)
- B. Members in good standing who have a current membership card need not reapply for membership or renewal of membership if said member held a membership card for the year immediately preceding, provided the entire membership fee is received by the Board on or before May 1 of said year.

III. LIMIT OF MEMBERS

- A. Membership in the Corporation in Lake Warren shall be limited to Six Hundred (600) Regular Members and Four Hundred (400) Associate Members.

IV. ADMISSION TO LAKE WARREN

- A. No person or family shall be admitted onto the premises known as Lake Warren without first displaying their current membership card or membership sticker, unless said person or family is a guest of a current member of Lake Warren or has previously received special permission from the Board of Directors or the membership committee.
- B. Attendance at Special Events. The public is invited to attend special events that have received special permission prior to the event. Special events shall be posted at the gatehouse. (Adopted 09/08/2010)
- C. Temporary Guest Passes. Upon completion and submission of a membership application or associate member application, the membership committee may grant a temporary guest pass, for a specified period not to exceed 30 days, to a prospective member or family unit¹, subject to membership ratification approval by the Board during its next scheduled meeting. A listing of individuals or families granted temporary guest passes shall be posted at the gatehouse by the membership committee. (Adopted 09/08/2010)

¹ Family unit includes member, spouse, son, daughter or any permanent resident of the member's household under the age of 21 or a full time student.

V. CHILDREN OF MEMBERS

- A. Children of members must, upon becoming the age of 21 years, secure independent membership as provided in this Article unless the child (1) is a full time student or suffers from a physical or mental handicap or (2) resides at the home of the member during times when this child is not attending school, or participates in a residential training program for handicapped persons. (Revised 04/09/2014)
- B. Summer time and incidental employment to assist the student in deferring the costs of his education or receipt of government assistance for handicapped individuals shall not be considered in determining whether the child is solely dependent upon the member for support.

VI. MEMBERSHIP FEES

- A. The annual fees payable to the Corporation by members of each class will be in such amounts as may be determined from time to time by resolution of the Board of Directors.
- B. The annual dues will be payable and submitted in full on or before the first day of May of each year
 - 1. Annual fees of new members will be due and payable with the application for membership. There shall be no proration of membership fees.
 - 2. Annual fees for members that sub-lease a property shall become the responsibility of the persons leasing the property from Hickory Grove Lake Company when said fees are not paid by June 1 of each year.

VII. TRANSFERABILITY OF MEMBERSHIP

- A. Membership in this Corporation in Lake Warren is non-transferable and non-assignable.

VIII. BENEFITS OF MEMBERSHIP

- A. Membership in the Corporation in Lake Warren shall entitle the member to the benefit and use of all corporate property, including reserved corporate property, in accordance with these By-Laws.

IX. TERMINATION OF MEMBERSHIP

- A. The membership rights of any person exercising privileges pursuant to the terms of these By-Laws may be terminated for violation of the rules and regulations of Lake Warren or the terms of these By-Laws in accordance with the provisions of Article Twenty Five.
- B. All memberships in Lake Warren shall terminate on April 30 of each year and no membership shall be renewed or extended beyond said date unless the member is in good standing as determined by the Board of Directors. Termination of membership may be made at any time at

the discretion of the full board upon a majority vote. (Adopted 09/08/2010)

- C. The relationship of this Corporation and a member is one voluntarily assumed. This Corporation may select its member arbitrarily, and the act in declining or terminating a member is not open to question. This Corporation, upon majority vote of the board, may approve or decline a member and do business with whom it pleases; it may approve a member today, and tomorrow, for reason of its own, may terminate further membership privileges. (Adopted 09/08/2010).

ARTICLE TWELVE

GUEST PRIVILEGES

I. GUEST CARDS (1/2009)

- A. Each member of Lake Warren shall be given five (5) guest cards per year, which shall entitle said member to entertain five guests per year with full privileges of use of reserved Corporate property including use of fishing, swimming and boating facilities.
- B. For purposes of this section, one family as defined in Article Two, Section 1(B), shall be counted as one guest.

II. GUEST TERMS AND CONDITIONS (1/2009)

The use of guest privileges is subject to the following terms and conditions:

- A. Guests may be entertained without limit to numbers or times at buildings or lots owned or leased by members without the use of guest cards.
- B. When guests are using Corporation facilities, ²guest cards must be presented to corporate employees and/or Board members upon demand.
- C. In all such cases, the host member must accompany guests or be on the grounds at the same time that guests are present and will be responsible for the conduct of same.
- D. A guest card shall be valid for a period of one day commencing at 12:01AM on the day on which said card shall be used and terminated at midnight of the same day.
- E. Any member may purchase additional guest cards at a cost of one dollar per card. Cards are available at the gatehouse or through the Corporate Secretary.
- F. Guest cards shall not be accumulated from year to year, and shall not be transferable or assignable.
- G. Pontoon boat rides with the member on the boat or swimming within 50 feet of the leasehold of the member, do not require a guest pass.
- H. Signed and dated guest cards should be returned to the gatehouse or sent to the corporate secretary by the next day after use.

For the purposes of this section, Corporation facilities shall mean fishing, boating, camping or using the beach. When not using Corporation facilities, the guest need not carry a guest card when traveling to and from the member's leasehold estate or campsite.

ARTICLE THIRTEEN

USE OF PREMISES

I. USE OF PREMISES IS REGULATED

- A. The provisions of these regulations shall apply to all of the property owned by the Corporation, including those lots leased by the Corporation to shareholders, commonly known as Lake Warren.

II. BUILDINGS

- A. No building or premises shall be used and no building shall be hereafter erected or altered or improved for any purpose other than that allowed by these By-Laws.

III. BUILDING COMPLIANCE

- A. No building or accessory building shall, after these By-Laws are adopted, be erected, installed, or altered, except in conformity with these By-Laws.

IV. BUILDINGS LOCATED ON LOTS

- A. Every building hereafter erected, installed, or structurally altered shall be located on a lot as herein defined and in no case shall there be more than one dwelling on one lot except as an accessory building.

V. PROHIBIT ALL NON-CONFORMING USES

- A. All uses not conforming to these By-Laws are hereby prohibited.

VI. MOBILE HOMES AND TRAILERS (Adopted 01/12/11)

- A. No mobile home shall be installed upon any lot.
- B. Previously installed mobile homes may be grandfathered and exempt from this rule provided that the mobile home may not be replaced with another mobile home.
- C. Any existing grandfathered mobile home previously installed on a leasehold lot cannot be relocated to another lot.
- D. A trailer may be placed on a leasehold lot provided a parking space of gravel or hard surface pad is provided for the trailer as defined in Article II, Section I, Paragraph B, and Subparagraph 47.

- E. No trailer or accessory building may be placed on a leasehold lot unless an improved residence dwelling of wood or masonry is previously constructed on the site that meets county, state, and national building codes.
- F. Any new improvement shall be a structure of wood or masonry frame construction mounted on a foundation with footings and adheres to county, state, and national building codes.

VII. AGRICULTURE

- A. No part of any lot, yard or other open space shall be used for agriculture or agricultural purposes.

VIII. APARTMENTS

- A. No building shall be erected or altered on any lot of the Corporation for use as an apartment house.

IX. AUTO REPAIR OR WRECKING

- A. No lot, building, structure or improvement, part of a yard or other open space without any building shall be used for any major automobile repair or as an automobile wrecking yard or junk yard.

X. BASEMENT DWELLINGS

- A. All basement dwellings are prohibited.

XI. BILLBOARD OR SIGNS

- A. No billboard or signboards are permitted to be used on any private leasehold lot or part of a yard or other open space about any building or on any building, structure or improvement without specific board approval as to size and location for temporary use in advertising a property for sale. Small directional, name, or number signs identifying leasehold lots are exempt from this rule.

XII. AUCTION SALES

- A. No auction sales shall be conducted or advertised to be conducted on any corporate property.

XIII. HUNTING AND TRAPPING

- A. No hunting shall be permitted on any corporate property, including reserved corporate property.
- B. No trapping or use of firearms whatsoever shall be permitted on any corporate property, including reserved corporate property, except by special permit received from the Board of Directors.
- C. It is the intention of this provision to maintain all corporate property as a game preserve

and no birds or animals shall be caught or otherwise molested or driven beyond limits of the corporate property.

XIV. OTHER PROHIBITED USES

- A. No corporate property shall be used for the purpose of locating thereon a kennel, stable, hospital, parking lot, public garage, or service station, nor shall the activities of horseback riding, snowmobiling or operating an all-terrain vehicle or any other recreational vehicle (not including trailers), be permitted on any corporate property.
- B. Personal transportation vehicles may be permitted as determined by Board of Directors' policy.
- C. Strictly no dumping or introduction of fish or aquatic plants into the lake is allowed without express prior consent of a majority of the Board of Directors. (Adopted 01/12/11)

XV. FENCES

- A. No fences shall be permitted or constructed on or near the side or front and rear lot lines ~~with the exception of snow fences during the period of time of October 1 to April 1 (changed effective 4/1/17).~~
- B. No fences for any other reason will be permitted on any other said part of the lot.
- C. In no event shall shrubbery or trees be planted on or near any lot line that would encroach upon or otherwise interfere with adjoining property.

XVI. MOTORCYCLES

- A. No motorcycles, motorbikes, mopeds, or other two wheel motor driven vehicles shall be permitted to be used on corporate property except by special permit issued by the Board of Directors.
- B. The Board of Directors may, upon written application and in their sole discretion, issue a permit to operate a motorcycle or other motorized two wheel vehicle if the following requirements are met:
 - 1. The applicant shall be licensed to drive such a vehicle by the State of Illinois.
 - 2. Said vehicle is operated solely on hard surfaced roads of the Corporation.
 - 3. Said vehicles are used only for a means of ingress and egress from Lake Warren by the shortest route to applicant's property.
 - 4. All of said vehicles have proper muffling devices so as to maintain the peaceful atmosphere.
 - 5. Said permit applicants have the proper identifying mark or identification cards and present said cards at the Gatehouse at all times upon entering corporate property.
 - 6. No such vehicles shall be operated at speeds exceeding 20 MPH.
 - 7. All permit applicants and holders of permits are members of Lake Warren.
 - 8. Special one-day permits are available at the gatehouse for visitors.

- C. The Board or Directors may, upon written complaint of any resident of Lake Warren or upon the Board's own motion, revoke the permits issued under this section.

XVII. SPECIAL USE VEHICLES

- A. No Special use vehicle shall be permitted to be used on corporate property except by special permit issued by the Board of Directors.
- B. The Board of Directors may upon written application and in their sole discretion, issue a permit to operate a special use vehicle if the following requirements are met:
 - 1. The applicant shall have obtained a handicapped parking permit from the State of Illinois or shall have obtained a special permit from a licensed health care professional.
 - 2. Said vehicle is operated solely by applicant.
 - 3. Said vehicle is used for the specific reason stated on the permit application.
 - 4. All of said vehicles have proper muffling devices so as to maintain the peaceful atmosphere.
 - 5. Vehicles must be operated in a safe manner and must be equipped with appropriate safety devices, such as headlights and taillights for nighttime use.
 - 6. All applicants and holders of permits are members of Lake Warren.
 - 7. All permit applicants must request renewal annually.
- C. The Board of Directors may, upon written complaint of any resident of Lake Warren or upon the Board's own motion, revoke the permits issued under this section.

XVIII. NUISANCE VEHICLES AND EQUIPMENT

An inoperable vehicle or equipment is any type of motor vehicle, or motor-driven equipment that is incapable of being driven or operated in a manner in keeping with its designed purpose. Any inoperable vehicle or equipment, on corporate or leasehold property and in view of the general public shall be considered a nuisance and subject to action by the Board of Directors for removal. This would include: Cars, Trucks, Utility vehicles, Golf cart, Lawn mowers, Trailers

- A. Any vehicle or equipment that has for a period of seven (7) days had the engine, wheels, tires deflated or other parts damaged, removed or otherwise so treated that the vehicle is incapable of being operated or used as designed will be considered a nuisance.
- B. All motor vehicles, and trailers located on corporate or leasehold property and in view of the general public must have registration and current licensing as required by the State of Illinois or the state of residence of the owner/leaseholder, as well as a current lake sticker properly applied no later than June 1 of the current year in order not to be considered a nuisance.
- C. All boats, whether on corporate or leasehold property are to properly display (1) a current lake sticker, and (2) a current DNR registration from the state of occupancy of its owner. Any boats found not to be in compliance on June 1 or later of the current year will be declared a nuisance and subject to action by the Board of Directors.
- D. Boats may be temporarily stored on residential leasehold property from October 1 through June 1. Long term storage is provided for members at the west end of the Lake. Any storage

on other reserved corporate property (i.e. shelter house, campground, etc.) will be only allowed by action of the Board of Directors. All long term storage must comply with all of the above requirements in this section.

ARTICLE FOURTEEN

PROVISIONS GOVERNING USE OF LOTS

I. PERMITTED USES

- A. The following uses are permitted as principal buildings or uses on any property owned by or leased from the Corporation.
 - 1. One family detached dwelling.
 - 2. Home Occupations, as defined in Article Two, Section I, Paragraph B, Subparagraph 37.
 - 3. Accessory Building or Use as defined in Article Two, Section I, Paragraph B, Subparagraph 1
 - 4. Private Garages as defined in Article II, Section I, Paragraph B, Subparagraph 34.
 - 5. Parking Spaces as defined in Article II, Section I, Paragraph B, Subparagraph 47.

II. HEIGHT

- A. The maximum height of buildings permitted shall be as follows:
 - 1. On lake side properties, fifteen (15) feet from the adjacent roadway.
 - 2. On all other Corporate properties, owned by or leased from the Corporation, not more than twenty (20) feet and not more than two (2) stories from the adjacent roadway.
- B. The maximum height of any communication tower permitted shall not exceed fifteen feet (15') when measured from the ground level.
- C. No TV satellite receiving dish shall be erected or installed which exceeds four feet (4) in diameter.

III. COVERAGE

- A. All buildings, including accessory buildings, shall not cover more than fifty (50) percent of the buildable area of the lot.

IV. BUILDING SET BACK LINE

- A. No front line of a building, including an accessory building, shall be constructed or installed less than twenty (20) feet from the front line of a lot.

- B. No building shall be constructed less than twenty (20) feet from the edge of the lake or five (5) feet from the rear of the lot line.

V. SIDE YARD

- A. No building, structure or improvement shall be erected, installed or enlarged unless there is a side yard on each side of not less than five (5) feet.

VI. APPLICATION NECESSARY, PENALTY

- A. No construction or installation of buildings, structures or improvements shall be made by any person intending to construct the same without application, submission of plans and approval of the Board prior to the commencement of said construction as provided in Article Fifteen of these By-Laws.
- B. Any person who knowingly violates this section shall be subject to the imposition of a fine of not less than One Hundred Dollars and the loss of lake privileges and leasehold estates or both. (Adopted 8/8/07)
- C. The 1981 version of the BOCA basic building code is hereby adopted as the building code for Hickory Grove Lake Company and is incorporated in these By-Laws by reference.

ARTICLE FIFTEEN

ADMINISTRATION

I. CONSTRUCTION PERMITS

- A. The building inspector shall be authorized to issue permits for the building, erection, installation, addition, or alteration of any building, structure, fence, communication tower, or TV satellite receiving dish which will be built, erected, installed, added to, or structurally altered in compliance with these By-Laws, with Board approval.
- B. Except upon written order of the Board of Directors granting a special use, exception or variance, no such building permit shall be issued for any building, structure, or improvement where said construction, addition, or alteration or use thereof would be in violation of any of the provisions of these By-Laws.
- C. A permit shall not be issued by the building inspector unless there is compliance with the building set back line or written order from the Board of Directors granting a variance from said requirement.
- D. There shall be submitted with all applications for construction permits of buildings, structures or improvements, two (2) copies of the layout or plot plan drawn to scale showing actual dimensions of the lot to be built upon, the exact building area, height, and location on the lot, of the building or improvement and accessory buildings to be erected, all water wells, sanitation and sanitary facilities present or to be installed, and such other information as may be necessary to determine and provide for the enforcement of these By-Laws, including approximate cost thereof.

- E. One copy of such layout or plot plan shall be returned when approved by the building inspector together with such permit to the applicant.
- F. To partially defray expenses of administering this Article, a fee shall be charged for each permit and collected by the building inspector. Such fees shall be in an amount set, from time to time, by the vote of two-thirds of the Board of Directors.

II. PERMIT NECESSARY

- A. A written permit shall be obtained from the building inspector before starting.
 - 1. To establish any new use of property.
 - 2. To change the use of any building, structure or land.
 - 3. To excavate or build any foundation.
 - 4. To erect, construct, reconstruct, install, enlarge, move or remove, any building or structure improvement, or alteration (structural or otherwise). For purposes of this paragraph, structure shall include TV satellite receiving dishes and communication towers.
 - 5. To erect, construct, reconstruct, install, enlarge, move or remove any fences or fencing where permitted.
 - 6. To erect, construct, reconstruct, enlarge, install, move or remove any boat dock. A permit will be issued to repair a boat dock or walkway properly installed within 20' area around the lake and not exceeding 14' into the lake without any obstacles for the 15' public access around the lake.
 - 7. To erect, construct, reconstruct, enlarge or install a water well.
 - 8. No cost permits will be issued to repair a boat dock or a parallel dock if properly installed.

III. NO PERMIT NECESSARY

- A. No permits shall be required for ordinary care and maintenance of existing buildings, structures or improvements, including accessory buildings.

IV. BEGINNING CONSTRUCTION OR INSTALLATION

- A. No form of construction or installation including stockpiling of materials shall be permitted prior to obtaining the construction permit of the building inspector.

V. COMPLETION OF CONSTRUCTION OR INSTALLATION

- A. The exterior of all buildings, structures or improvements except accessory buildings, must be completed, including backfilling and removal of stockpiled materials for construction, within 12 months from the issuance of the construction permit.
- B. All accessory buildings must be completed within one hundred twenty (120) days from the issuance of the construction permit.

VI. POSTING OF PERMITS

- A. All permits issued hereunder shall be posted in a conspicuous place, visible from a Corporate road, for the length of time any construction, reconstruction, erection, enlargement or installation is in progress.

VII. FAILURE TO COMPLY-PENALTY

- A. Any failure to obtain a construction permit as required by this Article shall be subject to fine of not less than One Hundred Dollars (\$100.00) or forfeiture of leasehold estates and lake privileges or both. (Adopted 8/8/07)
- B. The building inspector shall notify the Board of Directors of any alleged violation of this Article. The Board of Directors shall cause to be held at the next regular meeting, a hearing in accordance with Article Twenty Five of these By-Laws.

ARTICLE SIXTEEN

SUPPLEMENTARY REGULATIONS

I. SPECIAL USE EXCEPTIONS, VARIANCES, REQUIREMENTS AND PROCEDURES

- A. Special exceptions and variance to the regulations of the By-Laws may be permitted by the planning committee in accordance with the procedure set forth in this section..
- B. Upon receipt of an application for a permit for special use exception or variance by the building inspector, it should be referred to the planning committee for investigation as to the manner in which the proposed character of the special use exception or variance will affect the land use plan as evidenced by these By-Laws. The planning committee shall report the results of its study to the Board of Directors within thirty (30) days following receipt of the application. If no such report has been filed with the Board of Directors within this time period it shall be presumed that the planning committee recommends approval of the application.
- C. The Board of Directors shall establish fees for the processing of applications for a special use exception or variance, which shall be paid to the Treasurer at the time that the application is filed. All fees received hereunder by the Treasurer shall be paid to the credit of the general fund of the Corporation.
- D. Within thirty (30) days of the receipt of an application for a permit for special use exception or variance, or upon receipt of the report from the planning committee, the Board of Directors shall cause a hearing to be held before the Board of Directors in relation thereto after ten(10) days' notice thereof has been given to the owners or leasehold estates within two lots of the proposed special use exception or variance, excluding roadway, driveways and reserved corporate property, by depositing the same, addressed to each leaseholder, postage prepaid, in the U.S. mail. The notice of hearing should contain the particular location for which the special use exception or variance is requested as well as a brief statement of what the proposed special use exception or variance consists.
- E. Within ten (10) days following the hearing, the Board of Directors should file a report of said hearing and its decision relative to the application with the records of the Corporation and mail a copy thereof, postage prepaid, to the applicant.

- F. The special use exception or variance may be granted if it is consistent with the spirit, purpose and intent of the By-Laws, will not substantially and permanently injure the appropriate use of neighboring property and will serve the convenience and welfare of the residents of Lake Warren.

ARTICLE SEVENTEEN

LEASEHOLD ESTATES

I. LEASE OF CORPORATE PROPERTY

- A. Corporate Lots which have been platted and numbered as evidenced by a plat dated March 1, 1974 and recorded in the Recorder's Office of Warren County, Illinois shall be available to members of Lake Warren on lease for the sum as determined by the Board of Directors and approved by a two-thirds majority of the Directors at a regular scheduled meeting no later than February 1 of each year.
- B. If any leaseholder of a principal lot also acquires the leasehold interest of any adjoining or abutting lot or lots which are or will become a part of the principal lot for the enjoyment of such leaseholder solely, and if such condition exists at the time of the adoption of this Section, the annual rental for each such lot or lots shall be one-half of the amount of the principal lot.
- C. Annual rental fees shall be payable on or before May 1 of each year. If the above rental fees are not fully paid on or before May 1 in the year in which they are due, a penalty approved by the Board of Directors shall be imposed for each calendar month said rental fees remain delinquent until paid.
- D. The imposition of a penalty for failure to pay rental fees pursuant to this section shall not be deemed a waiver by the Corporation to pursue other remedies available to them including, but not limited to termination of leasehold interest.
- E. All leases shall commence on the first day of May of each year and shall continue until expiration of the term of the lease, subject to the following conditions:
1. All shore lines for a distance of fifteen (15) feet from the water's edge are to be considered reserved corporate property for the purpose of allowing members' access to any part of the Lake for fishing or to their buildings by a lakeside route. Leaseholders keep this ground up for your convenience. Please respect their rights.
 2. No owner of a leasehold estate in any lot adjoining the Lake shall erect or construct upon the lot any fence, accessory building, or accessory use, which reaches within fifteen (15) feet of the Lake's edge.
 3. All owners of personal property, improvements or leasehold estates in corporate property must have a written lease, duly executed on a form approved by the Board of Directors.
 - 3.1 All owners of leasehold estates shall pay any and all tax assessments located against the improvements located on said leasehold estate when due and payable. Failure to pay said tax assessments when due and payable shall be a breach of terms of the lease and grounds for forfeiture thereof.

4. No interest in corporate property shall be leased until written application has been received by the Board of Directors and approval has been given for the lease by the Board of Directors. The Board of Directors shall consider any applications for lease of corporate property at the regularly scheduled Board meetings.
5. Property of the Corporation shall not be leased for original terms in excess of ninety-nine (99) years. Option to renew the lease shall be at the discretion of the Board of Directors.
6. No person shall be entitled to lease corporate property or to hold a leasehold estate in any corporate property without first obtaining a share of stock in the Corporation. All persons acquiring a leasehold estate to more than one lot shall own such additional shares of stock as is equivalent to the number of lots in which a leasehold estate is held or applied for.
7. All leasehold estates to lots shall be by reference to the plat of corporate property dated March 1, 1974, and recorded in the Office of the Recorder of Deeds in Warren County, Illinois.
8. No leasehold estate shall be issued or held for less than, or a portion of, any lot as platted.
9. No leasehold estate shall be held by more than three (3) persons, each over the age of 18 years, nor shall any leasehold interest be owned by any corporation or partnership.
10. No leasehold estate shall be issued for speculative purposes.
11. All persons holding, or applying for, leasehold estates on lots adjoining the Lake shall maintain the shore line and shall be responsible as reasonably as possible, for the prevention of erosion or loss of shoreline. Failure to maintain the shoreline or reasonably prevent erosion or loss of shoreline shall be considered a breach of the lease.
12. All leasehold estates shall be subject to essential services.
13. No leasehold estate shall contain any warranty or statement that the lot does not lie within a flood plain.
14. All persons holding leasehold estates on the expiration of the term thereof shall be given the exclusive option of renewing said leasehold estate for a term equal to the original term thereof, excepting the rental fee provided in this Article, which shall be determined by the Board at the time of said renewal. All renewals shall be by application, in writing, submitted to the Board not less than Sixty (60) days prior to the expiration of the original terms of the lease.
15. Each Leaseholder is responsible to keep their leased premises free from weeds.
 - a. Rank vegetable growth or grass that is in excess of nine (9) inches in height is determined to be weeds and is required to be cut within five (5) days after notice in writing signed by the building inspector.
 - b. Service may be had personally or by leaving a copy with some member of the family above the age of ten (10) years, or by mailing a copy to the last known address of the leaseholder.
 - c. Failure to cut, destroy, and remove the weeds within the time prescribed in the notice will result in the vegetation or grass being cut by a Lake Board-appointed contractor and the leaseholder being billed the sum of \$100.00 per cutting or such other fee as is set from time to time by the Board of Directors.
 - d. Failure of the leaseholder to pay the billed amount within thirty (30) days shall subject the leaseholder to loss of lake privileges and the leasehold estate, or both. (Adopted

4/12/06)

16. Domestic Waste and Garbage

- a. Domestic Waste is the garbage and rubbish resulting from the usual routine of housekeeping including all cartons, cans, bottles.
 - b. Garbage is the animal, vegetable, or other organic waste resulting from the handling, preparing, cooking, or consumption of food or beverage.
 - c. Responsibilities or leaseholders and occupants: Cleanliness of Premises: (1) Garbage or mixed garbage and rubbish shall be stored in watertight receptacles with tight-fitting covers. Said receptacles and covers shall be of metal or other durable rodent-proof material. All receptacles shall be emptied on periodic schedule so there are no objectionable odors emanating from them. (2) The leaseholder or occupant shall be responsible for maintaining their lot or lots in a clean and sanitary condition and free from garbage, rubbish, or other refuse. The leaseholder or occupant of such parcel of land shall correct any condition which affects the health, comfort, safety, or convenience of the general public. (Added 4/9/2014)
- F. In the event of a dispute between adjoining leaseholders on the location of survey pins establishing boundaries of the leasehold lots, it shall be the responsibility of the leaseholders to jointly contract and pay for a site survey to be used in correcting any deficiencies or to jointly apply for a variance with the Board of Directors. No work shall be commenced prior to resolution of the disputed boundary. (Adopted 01/12/11)

II. SALE OR ASSIGNMENT OF LEASEHOLD ESTATE AND SUB-LEASING

No sub-lease is allowed as of 9/13/17. Current sub-leases will remain. Any future sub-lease Applications (no matter the time left on a lease) will not be allowed.

- ~~A. No agreement for the sub-leasing of lot or sale or assignment of the leasehold interest to lots shall be valid without the express written consent and approval of the Board.~~
- ~~B. All applications for the transfer or sub-lease of leasehold estates must be made in writing on a form provided by the Board, to the Board not less than ten (10) days prior to the regularly scheduled Board of Directors meeting.~~
- ~~C. All applications for the transfer or sublease of leasehold estates must be accompanied with a statement of total compliance with the Illinois Private Sewage Licensing Act (225 ILCS 225/) and the Private Sewage Disposal Code (Part 905 of the Illinois Administrative Code).~~
- ~~D. A non-refundable application fee in an amount set by a majority vote of the Board of Directors shall be payable at the time of filing of any application for approval by the Board of Directors of any sublease.~~
- ~~E. Upon conditional approval by the Board of Directors of any sub-lease, the leaseholder shall become obligated to pay the corporation an annual sub-lease fee. Such fee shall be in an amount set, from time to time, by the vote of two-thirds of the Board of Directors. Such fee shall be payable annually and shall be for the period of the corporation fiscal year. Such fee shall be pro-rated in an amount equal to one-twelfth of the annual fee for each month or any part thereof remaining for any fiscal year when such sub-lease is approved after the beginning of the fiscal year. No such sub-lease shall become effective and no sub-lessee shall occupy any subleased premises until such time as the fee provided in the Section shall have been paid in full. Failure to pay any annual renewal of any sub-lease fee as set by the Board of Directors within fifteen (15) days of the due date shall result in the automatic termination of the sub-lease. No sub-lessee shall occupy any sub-leased premises following the termination or expiration of any lease.~~

- ~~F. In the event of a transfer of ownership of a leasehold estate or sub-lease, it is the responsibility of the seller/lessor to provide the buyer/lessee with information on the location of the survey pins establishing boundaries of the leasehold lot. The seller/lessor shall disclose any known boundary disputes and/or any known improvement size or location violations in accordance with the Bylaws. Upon such disclosure, it shall be the responsibility of the seller/lessor to contract and pay for a site survey at the request of the buyer/lessee and to correct any deficiencies or apply for a variance with the Board of Directors prior to closing of the purchase or sub-lease of the leasehold estate. (Adopted 09/08/2010)~~

III. SALE OF BUILDINGS, STRUCTURES OR IMPROVEMENTS

- A. No sales or agreements for the sale or contracts for installment sale of buildings, structures or improvements on the leasehold estate shall be valid without the express written consent and approval of the Board to the transfer of the leasehold estate, sale of stock and issuance of membership
- B. All applications for any sale of the buildings, structures or improvements located on any lot shall be made, in writing on a form provided by the Board, to the Board not less than ten (10) days prior to the next regularly scheduled Board of Directors meeting.

IV. PENALTIES

- A. Any person failing to give notice to the Board or receive approval of the sale, transfer, or sub-lease as provided in this Article, shall be subject to a fine of not less than One Hundred Dollars or loss of lake privileges and the leasehold estate, or both. (Adopted 8/8/07)

ARTICLE EIGHTEEN

RESERVED CORPORATE PROPERTY

The following property, among others, or designated from time to time, by the Board of Directors, shall be known as Reserved Corporate Property and shall be held by the Corporation for the use and benefit of all members of Lake Warren, and their guests, and shall not be available for lease or private use thereof. No structure other than that approved for use by the corporation shall be allowed on any portion of said property. A seventy-five percent (75%) majority of all shareholders on record of a scheduled election day is necessary to change any part of this article of the By-Laws. (Amended December 2009)

I. CAMPING AREA

The camping area shall be that corporate property designated or reserved by the Board of Directors as a temporary or permanent camping area.

- A. Temporary Camping Area. Use of the temporary camping area shall be subject to the following rules:
 - 1. The area shall be available for overnight use by members with a camping trailer or tent. Registration for guest passes must be made at the guardhouse at the time the guest pass is used.
 - 2. No member may camp for more than fourteen (14) consecutive days if the campground has

exceeded the occupancy limit as set by the Board of Directors.

3. No guest of a member can camp for more than seven (7) consecutive days. One guest pass is required per family per day. (Adopted 09/08/2010)
 4. No guest passes may be used on holidays if the campground has exceeded the occupancy limit as set by the Board of Directors.
 5. Camping fees shall be set by the Board of Directors. All fees shall be paid at the guardhouse upon entering Lake Warren. Payment of the fee shall entitle the persons to the use and benefit of the waste disposal facilities (for campground use only). For purposes of this provision, a day shall mean a twenty-four (24) hour period of time.
 6. All persons using or intending to use this camping area shall first obtain permits for camping from the gatehouse at the entrance of Lake Warren or from the caretaker of Lake Warren and pay the appropriate fee.
- B. Permanent Camping Area. Use of the permanent camping area shall be subject to the following rules:
1. The area is available for occupancy on an annual basis provided appropriate fees are paid
 2. All persons using the area must be members of Lake Warren.
 3. The Board of Directors shall establish fees to be charged for persons occupying permanent campsites for each of the following:
 - a. From April 15 to October 15 of each year, without air-conditioning.
 - b. From April 15 to October 15 of each year, including air-conditioning.
 - c. From October 16 of each year to April 15 of the following year (winter storage).
 4. Payment of camping fees for the period commencing April 15 and ending October 15 of each year shall be paid on or before April 15. Camping fees for the period commencing October 15 of each year shall be paid on or before that date.
 5. All persons using the permanent campsites shall assume, as a condition for rental of the same, all risk of loss due to theft, vandalism, or other property damage suffered by said person or their property while their property is located in the permanent campsite at Lake Warren.
- C. All Camping Areas. Use of either camping area shall be subject to the following rules:
1. All camp sites and common camping areas shall be maintained in a clean and sanitary condition.
 2. All trash and garbage shall be deposited in receptacles provided by Hickory Grove Lake Company and/or its employees. Trash must not include appliances, building materials, metal, or tires, all of which must be disposed of by members or guests of lake property.
 3. All outdoor fires shall be continually maintained and tended. Due care and caution shall be used by all persons building fires. All fires must be fully extinguished when no longer tended.

II. PICNIC AREA, SHELTER HOUSE & GAZEBO

- A. The use of the kitchen, storage facilities and equipment located therein shall be prohibited except for use of said facilities and equipment for activities approved by a board member.
(Adopted 09/08/10)
- B. The use of the remaining facilities available shall include the use of grills, playground equipment and picnic tables or benches.
- C. All persons using these areas shall maintain said area in a clean, sanitary condition and deposit all trash in the receptacles provided.
- D. No reservations shall be available or enforceable for any portion of the picnic area and playground. The Shelter House may be reserved by a Lake member in good standing by registering and prepaying the current fee at the Gate House. Registration and payment must be made a minimum of seven days in advance. For reserved groups, no guest passes are needed, unless individuals use the lake for fishing, boating, or swimming, then they must carry guest passes. Lake members may plan to use the Shelter House without a reservation unless it has been previously reserved. Guest passes for all non-members (1 for each 5), will be required. The Gazebo may also be reserved by advance registration (minimum 7 days) and payment of the fee. The Gazebo may be used without reservation unless it has been previously reserved, but guest passes for all non-members are required
- E. Any organization wishing to use the picnic area for planned activity must first obtain consent of the Board, whether or not members of this Corporation are participating in the activity. Any non-profit or charitable group, which is given permission to use lake property, shall make a non-refundable deposit of \$25 per day and provide proof of insurance.
- F. Use of kitchen tables and chairs for other than lake use shall be by Board approval and must be returned within two (2) days of the event.

III. GOLF COURSE, HORSESHOE COURT, BASKETBALL COURT

- A. The above recreational facilities at Lake Warren shall be available for use by all members and guests and no fee shall be charged.

IV. LAKE ACTIVITIES

The lake shall be available for use by members and guests including use of the recreational water sport facilities located thereon, subject to the following terms and conditions:

- A. Swimming. Swimming under corporate supervision shall be permitted between the dates of the official opening of Lake Warren and the closing of Lake Warren and shall be permitted only between the hours posted by the water supervisor or Board of Directors. No swimming under corporate supervision shall be permitted outside of the beach area or that area designated by the Board of Directors or water supervisor as the swimming area. All swimming in other areas of the lake shall be at the persons own risk and the Corporation and Board shall not be liable therefore. Any swimming under corporate supervision is further subject to the rules and regulations as posted in the swimming area and as established by the water supervisor or Board of Directors. No swimming off out lots or off watercraft in the lake.
- B. Waterskiing. Waterskiing (water skis only) shall be permitted between the hours of 1:00 and 4:00 P.M. on Sunday or holidays of Memorial Day, the 4th of July & Labor Day. Wednesday, waterskiing is permitted from 5:00 to 8:00 P.M. Waterskiing shall be limited to the area as designated by the Board of Directors and shall be permitted between the dates of official opening and official closing of Lake Warren.

1. Tow boats for waterskiing shall be powered by an outboard motor only and no boat powered by a motor commonly known as an "inboard" or an "inboard-outboard" or "jet boat" shall be used. All speeds should be operated with safe and reasonable conduct. (Revised 03/12/2014)
 2. Tow boats shall be restricted to boats owned by members of good standing. They must be properly licensed within their home state, meet all safety regulations of the State of Illinois and the U.S. Coast Guard, and be registered annually at the gatehouse prior to use as a tow boat.
 3. No more than four (4) tow boats towing skiers shall be allowed in the skiing area at one time. Spacing, speed and control of such traffic shall be the sole responsibility of the tow boat operator. And that the towboat operator shall comply with all rules and regulations set forth in these bylaws.
 4. Towboats with water skiers must stay fifty feet from the shoreline. When towing skiers or tubers they must comply with all state and government rules. All tow craft must have a driver and an observer at least 16 years of age. (Added 03/12/2014)
 5. All water craft other than tow boats for waterskiing with water skiers in tow shall be prohibited from designated areas during waterskiing periods.
 6. The cancellation of waterskiing on any designated day due to inclement weather and/or water conditions shall be determined by the Water Patrol and Water Safety Committee and their decision shall be final. A sign indicating whether or not skiing will or will not be allowed shall be posted at the gatehouse. No makeup days or times for any such cancellations shall be scheduled.
 7. The Water Patrol shall have the power to ban either the water skier, the tow boat and/or driver, or both, and to withdraw waterskiing privileges for infractions or violations of these regulations, for a specific period of time within any period for which waterskiing has been scheduled; however, the Water Patrol shall not be permitted to withdraw waterskiing privileges from a water skier or to ban the use of a tow boat for waterskiing purposes either on a seasonal or permanent basis. Hickory Grove Lake Company and its Board of Directors, their heirs and administrators, executors, servants and employees, successors or assigns in any way arising, shall be forever released and discharged from any and all injuries, losses and damage to any person or persons, and/or all property sustained or received by any and all such person or persons, and/or all property or equipment, while participating in or being used for waterskiing purposes.
- C. Boats and Boating. All boats and boating shall comply with all state or other governmental regulations related thereto.
1. With the exception of tow boats for the purpose of waterskiing during those times and areas specified, motorized craft shall observe no wake regulations in any area. (See no wake definition in state law.)
 2. No pontoon craft exceeding 24 feet in length shall be permitted on the lake and no runabout craft or motorboat exceeding 20 feet in length shall be permitted on the lake.
 3. No person shall be permitted to operate any watercraft on the lake in a dangerous or negligent manner or in any manner that would interfere with the safety, peace or property rights of any other member or guest of the Corporation.
 4. No boat powered by a motor commonly known as an "inboard" or and "inboard-outboard" or a "jet boat" shall be used.
- D. Fishing. Fishing shall be permitted in all areas excepting the swimming area and shall be

permitted at all times of the year.

1. Persons using the Lake for fishing shall be licensed by the State of Illinois and shall comply with all other state and/or governmental and Board regulations related thereto.
 2. No frog gigging is allowed at any time.
- E. Winter Activities or Use. The lake shall be available for use by members and guest for winter sports and recreational activities including, but not limited to, ice fishing, skating and sledding, only at such times as the ice coverage on Lake Warren is of sufficient thickness to support the activity performed. The Corporation or Board shall assume no responsibility for, nor warrant the suitability of, the ice coverage, including thickness.

V. ROADWAYS

- A. The Corporation shall be responsible for maintaining, including removal of snow, the main perimeter roadway at Lake Warren.
- B. All other roadways either Corporate or private, shall be maintained by the persons whose leasehold estate adjoins the roadway on either side.
- C. No vehicles or other obstruction shall be placed on the platted roadway in such a manner as to interfere with maintenance of the roadways (including snow removal). In the event a vehicle or other obstruction is placed on the roadway in such a manner to interfere with maintenance or snow removal the Corporation shall remove or cause the vehicle or obstruction to be moved to the near garage or place of safety with the owner to be responsible for any expense of removal or storage.

VI. BURN AREA (Adopted 01/12/11)

- A. Landscape Waste Only. Disposal and burning of combustible yard waste only and materials only, shall be available in the area designated by the Board as the "Burn Area". Landscape Waste is defined as any vegetable or plant refuse, except garbage and agricultural waste. The term includes trees, tree trimmings, branches, stumps, brush, weeds, leaves, and grass, shrubbery and yard trimmings.
- B. Non-Landscape Waste Prohibited. In no event shall disposal or dumping of non-combustible wastes be permitted in the Burn Area or anywhere on lake grounds. All non-Landscape Waste, including garbage, construction/demolition debris, tires, and materials containing asbestos is prohibited. (IEPA Rules - 35 Ill. Adm. Code Part 237) Such non-Landscape Waste shall be taken to a State licensed transfer station. No exceptions. Violators will be subject to prosecution and penalties as provided in Article Twenty-Five of these By-Laws.

VII. CORPORATE EQUIPMENT

- A. No Corporate equipment, including motor vehicles, shall be used or be available for use, by members guests or any other person holding a leasehold estate at Lake Warren.
- B. This provision shall be deemed to prohibit the renting, leasing or otherwise hiring of corporate equipment or corporate employees using corporate equipment.
- C. For purposes of this section corporate equipment shall include all corporate property excepting real estate and buildings, structures or improvements located thereon.

VIII. OTHER RESERVED CORPORATE PROPERTY

- A. All other reserved corporate property, defined herein, shall be available by general use by all members and guests but shall not be used in violation of these By-Laws.
- B. Other reserved corporate property shall not include non-corporate boat docks.
- C. All persons using the fifteen foot (15') strip of property reserved around the shoreline of Lake Warren for access purposes shall use said property with the respect for the rights of the leaseholders who maintain this property for their convenience.
- D. No person using said fifteen foot (15') access strip shall damage, or otherwise interfere with, any improvement or act of maintenance placed thereon by the leaseholder.
- E. Any person damaging or removing property or improvements placed in reserved corporate areas, whether placed herein by a leaseholder or Hickory Grove Lake Company, shall be subject to repayment of the damages caused thereto, replacement of the property removed there from, loss of membership privileges, or a combination of any of the foregoing.

IX. ALCOHOLIC BEVERAGES

- A. No alcoholic beverages shall be consumed on or near the lake while participating in the activities of swimming or sunbathing, water skiing, or while using the beach areas. Any use of alcoholic beverages must comply with state law and regulations.

ARTICLE NINETEEN

WATER WELLS

The Corporation shall not provide, nor shall be responsible for providing, for members of Lake Warren, any water wells or other facilities, the purpose of which is to provide drinking water or water for the use or consumption by human beings.

I. PRIVATE WELLS NECESSARY

- A. All members and residents of Lake Warren must provide, for their own use, water wells or other water producing facilities. For this purpose, owners of leasehold estates shall be permitted to drill, install, and maintain water wells upon or under corporate property.
- B. The owners of leasehold estates shall save the corporation harmless from any costs of drilling, installation or maintenance of said water wells.

II. SERVICE LIMITATION

- A. No water well drilled, installed, or otherwise maintained pursuant to this Article shall provide water to more than eight (8) lots unless adequate proof is first submitted to the Board of Directors showing that said water well can adequately service more than eight (8) lots.

III. TESTING

- A. Any water wells to be installed or presently located on corporate property shall be tested by proper authority to the State of Illinois not less than annually.
- B. Said water well cannot be used unless the results from said testing -indicate that the water of said well is potable and fit for human consumption.
- C. The owners of leasehold estates shall hold the Corporation harmless from any liability or damage that may occur by reason of failure to test such wells.

IV. WATER WELL AGREEMENTS

- A. All owners of leasehold estates should enter into written water well agreements and covenants for the purpose of establishing duties and liabilities for or with any water well facility that is used by more than one family.
- B. In the event of a transfer of ownership of a leasehold estate, it is the responsibility of the seller to provide the buyer with a copy of the water well agreement, including information on other parties to the agreement. The seller must be fully paid and current in any financial arrangements in accordance with the agreement and must provide the buyer with the name and contact information of the manager of the water well. It is the responsibility of the buyer to contract and pay for the well inspection prior to closing of the transfer of ownership. If any remediation is required to the well equipment or water quality, it is the responsibility of the seller to contract and pay for such remediation prior to board approval of the transfer. (Adopted 09/08/2010)

V. DEFINITION

- A. For purposes of this Article, the term "water well" shall include the water well, pump, water storage facility, protective buildings for the same, and all water distribution lines.

VI. APPLICATION FOR CONSTRUCTION

- A. All persons who desire to construct, drill, install or otherwise locate upon Corporate property a water well, must, prior to commencement of said construction, submit written plans and specifications for the construction of said well to the Board of Directors not less than thirty (30) days prior to the commencement of said construction.
- B. No water well shall be constructed, drilled, installed or otherwise located upon corporate property without first obtaining the express written consent of the Board of Directors.

VII. FEE

- A. No fee shall be charged for the application and issuance of a permit hereunder.

VIII. VIOLATION OF BY-LAWS

- A. Any person failing to apply or receive written consent to construct or install a water well shall be deemed to have breached his lease with the Corporation and have forfeited his interest in his leasehold estate.

ARTICLE TWENTY

SANITATION FACILITIES

All members and owners of leasehold estates at Lake Warren must provide for and maintain their own sanitary facilities in such a manner as to preserve and to protect the health and welfare of all members of Lake Warren.

I. DEFINITION

- A. For purposes of this Article the term sanitary facilities shall include facilities such as toilets, sewage, garbage, ash and refuse facilities for the storage, treatment or disposal of solid or liquid waste.

II. PERMIT NECESSARY

- A. No sanitary facility shall be installed or otherwise located upon corporate property without first obtaining a permit therefore from Hickory Grove Lake Company and the State of Illinois.

III. APPLICATION

- A. Before beginning the construction for installation of any sanitary facility, plans therefore, including all appurtenances, plumbing, sewage disposal and all connecting lines, and the location on the lot thereof, shall first be submitted to the Board and any sanitary facility built without such written approval shall be removed or altered by the owner of the leasehold estate so as to comply with the requirements of the Board and the State of Illinois.

IV. QUALITY OF FACILITIES

- A. All sanitary facilities installed or otherwise maintained upon or under corporate property shall be installed and constructed or maintained in such a condition as to be approved or required by the Board, the State Department of Public Health or any other public authority having charge of sanitation and public health.
- B. Leaseholders must comply with all manufacturers' maintenance requirements for a properly functioning sewage disposal system. This would encompass such items as the recommended number of chlorine tablets per month; pumping of the tank every two to four years; and the aerator motor must function at all times.
- C. In the event of a transfer of ownership of a leasehold estate, it is the responsibility of the seller to provide the buyer with information on the sanitary facilities upon or under the leasehold lot, including information on its proper operation and maintenance. It is the responsibility of the buyer to contract and pay for a certificate of inspection prior to closing of the transfer of ownership. If any remediation is required to the sanitary facilities, it is the responsibility of the seller to contract and pay for such remediation prior to board approval of the transfer. (Adopted 09/08/2010)
- D. All leasehold estates are required by the Board of Directors to have a licensed septic installer perform a three (3) day saturation test upon a request for transfer of lease. (Adopted 08/14/2013)
- E. In the event of a septic system failure, corrections must be made prior to occupancy. (Adopted 08/14/2013)

V. FEE

- A. No fee shall be charged for the application and issuance of a permit hereunder by Hickory Grove Lake Company.

VI. VIOLATION

- A. Any person failing to properly maintain their sanitary facility in an adequate condition or failing to first obtain a permit for the construction of sanitary facilities or failing to construct sanitary facilities pursuant to the plan submitted to the Board of Directors, shall, at the request of the Board of Directors, cause the same to be removed and altered and the expense so incurred in removing, altering, and maintaining (such as chlorine tablets) shall be paid by the holder of the leasehold estate upon demand of the Board of Directors.
- B. If the Board of Directors has determined that any person has failed to properly maintain their sanitary facility, such a failure shall be deemed a breach of the terms of the lease and shall be sufficient grounds for forfeiture of the leasehold estate.

ARTICLE TWENTY ONE

BOAT DOCK OR ALTERATION OF SHORELINE

No boat dock or other alteration of the shoreline of the lake shall be permitted unless express written approval for said boat dock or alteration is first received from the Board of Directors and shall not protrude into the lake over 14 feet.

I. APPLICATION

- A. Any person desiring to construct or erect a boat dock or making any alteration in the existing shorelines shall, not less than thirty (30) days prior to said construction or alteration, submit to the Board of Directors a plan, in writing, or said construction or alterations, setting forth the purpose and location thereof.

II. BOAT DOCKS NOT CORPORATE PROPERTY

- A. No boat dock constructed by any member of Lake Warren or owner of any leasehold estate shall be considered Corporate property or reserved Corporate property unless said dock is constructed on corporate property with permission of the Board of Directors.

III. MAINTENANCE

- A. All boat docks and alterations of shoreline now existing, or hereafter constructed, shall be maintained in safe condition and in good repair.

IV. VIOLATIONS

- A. Any person failing to obtain a permit granted hereunder or failure to maintain a boat dock in a safe condition and in good repair shall, at the request of the Board of Directors, remove the same and pay the expense for said removal.
- B. Failure to comply with this Article, including failure to remove or pay the expenses of removal, shall be deemed a breach of the terms of any leasehold estate.
- C. Any boundary dispute between owners of leasehold estates shall be settled by those parties either amicably or in civil court. It is the responsibility of the owners to contract and pay for any survey work to establish survey pins prior to commencement of work on docks or shorelines. (Adopted 01/12/11)

V. CORPORATE BOAT DOCKS

- A. The boat docks which are adjacent to and abut the shoreline of the temporary camping area were constructed by and are maintained by Hickory Grove Lake Company.
- B. All persons authorized to use the lake's facilities are entitled to use of said boat dock provided, however, that any person can reserve the exclusive use of a corporate boat dock for the sole purpose of tying or securing a boat, pontoon, or other watercraft. The exclusive right available pursuant to this Section shall be offered on a "first come - first served" basis at the lake office. A fee shall be charged for the exclusive right granted hereunder at the rate established by the Board per boating season. All watercraft tied to or secured to the corporate boat docks shall be removed from the lake water and off of corporate property, with the exception of designated storage areas, on or before November 1 of each year.
- C. Any dock constructed on corporate property by a private party with the permission of the Board, shall remain the property of that individual until such time the owner relinquishes their lease or if said structure comes to disrepair at the sole discretion of the Board. At this time the dock becomes the property of Hickory Grove Lake Company. Ownership of any such dock is not transferrable after January 12, 2011. (Adopted 01/12/11)

ARTICLE TWENTY TWO

FIRES

No person shall ignite or cause to remain burning, any fires except as provided in these By-Laws or except in places provided or designated by the Board of Directors or except with the permission of the caretaker. Notwithstanding the provisions of this Article, any holder of a leasehold estate may provide for burning of combustible refuse or other paper products upon the lot held by him provided said leaseholder has constructed or installed adequate burning facilities.

ARTICLE TWENTY THREE

DOGS

(Adopted 02/13/08)

I. LEASH RULES

- A. No person who owns, keeps, harbors, or acts as custodian of any dog shall permit the same to run at large upon the property of Hickory Grove Lake Company or its leaseholders.
- B. Run at large shall mean the presence of the dog on any place except the leasehold premises of the person who owns or otherwise cares for the dog unless said dog is under restraint of said person.

II. ANIMAL ENCLOSURES

- A. An enclosure must be of chain link construction and be no larger than 6 feet by 10 feet. It must be located behind the back line of the house away from the lake and meet all setback regulations.

III. CLEANLINESS RULES

- A. No person who owns, keeps, harbors, or acts as custodian of a dog shall permit said dog to foul all corporate property including that leased to members of Lake Warren, other than the premises leased by the owner or caretaker of such dog.
- B. The premises of any person who owns, harbors, or is a caretaker of a dog shall keep the same in a clean and good condition and so as to provide that no nauseous odors or effluvia shall arise or emanate there from. No nauseous or filthy matter of any kind shall be allowed to remain in or upon those premises.

IV. NOISE RULES

- A. No person who owns, keeps, harbors, or is the custodian of a dog shall permit it to disturb the peace and quiet of any person, by barking, bawling, howling, or by other noises.
- B. Any violations should be referred to the Warren County Animal Control Officer.

V. VIOLATIONS

- A. The owners will be liable under county regulations as well as the By-Laws of Lake Warren and may be subject to a county penalty as well as a fine imposed by the Board of Lake Warren as they see fit.

ARTICLE TWENTY FOUR

Conduct of Members

All members will be expected to conduct themselves in an orderly manner and on a "live and let live" basis. Any infractions of the rules or disturbances may be reported to the caretaker or the Board of Directors. Any person found guilty of misconduct which would reflect upon the reputation of the Corporation, Lake Warren, or its members, will be subject to penalties as provided in Article XXV of these By-Laws.

I. POLICY ON PERSONAL BEHAVIOR

- A. Hickory Grove Lake Company (hereinafter "Lake Warren" or "Lake") is committed to providing a respectful, non-hostile environment for its members, guests, and employees. Therefore, the Board of Directors institutes the following rules of personal behavior.
1. Lake Warren strictly prohibits its members, guests, and employees from harassing others. Such personal harassment can create an intimidating, hostile or offensive environment. Prohibited behavior includes, but is not limited to: (1) excessive anger directed against another, (2) profanity (abusive/hostile language, vulgar language, or irreverent language marked by contempt for what others consider sacred or revered), (3) physical/verbal/hostile intimidation or threat of violence, (4) spreading malicious rumors or making false statements injurious to another's reputation, or (5) a group of two or more members or employees who deliberately and with purpose, shun or ridicule a fellow member/employee.
 2. Personal harassment is misconduct that undermines the enjoyment of Lake Warren, violates the respect for fellow members, guests, and employees and lowers morale. In general, personal harassment is behavior that is not welcome and is offensive or threatening to others.
 3. It is mandatory that any incident of personal harassment shall be reported immediately to the Lake President or to a board member. The Lake President or board member will maintain the anonymity of the complainant while taking immediate action to investigate the complaint. The results of the investigation will be reported to the Board of Directors in executive session.
 4. Any act of retaliation against the complainant is strictly prohibited.
 5. Any member, guest, or employee determined by the Board of Directors to exhibit behavior contributing to personal harassment or retaliation against the complainant will be subject to immediate and irrevocable loss of membership, guest privileges, or termination of employment.
 6. This is a zero tolerance policy. (Adopted 09/08/2010)

ARTICLE TWENTY FIVE

PENALTIES

Any person who willfully and knowingly violates these By-Laws or any other regulation of the Corporation, the Board of Directors, or Lake Warren, shall be subject to the loss of his membership at Lake Warren, the loss of his leasehold estate, or both.

I. COMPLAINT

- A. Any member shall cause the conduct of any other member to be examined for violation of these By-Laws or other regulations of the Board of Directors, by filing a written statement of the alleged violations with the Board of Directors.
- B. Any member who files such a statement based upon frivolous grounds or malicious intent shall be deemed to have violated these By-Laws.

II. HEARING

- A. Within thirty (30) days of the filing of the statement provided herein, the Board of Directors shall cause to be held a hearing on the merits of the allegations contained in the statement.

III. NOTICE

- A. Notice of said hearing, along with a statement of the allegations made in the complaint as provided herein shall be mailed to the person against whom the complaint is filed not less than fourteen (14) days prior to said hearing.
- B. Said notice shall be written and deposited in the United States mail, postage prepaid, addressed to the person against whom the Complaint was filed.

IV. CONDUCT OF HEARING

- A. The hearing on the Complaint as provided herein shall be held before not less than a majority of the Board of Directors at a regular or special meeting called for that purpose.
- B. The President or next ranking officer of the Corporation shall preside at the hearing.
- C. The Board, prior to hearing the evidence on the complaint, shall establish the standard and procedure by which they will receive evidence concerning the complaint.
- D. Any other provisions notwithstanding, the person against whom the Complaint was filed shall be entitled to be present at all stages of the hearing, excepting deliberation, shall be entitled to present evidence on his own behalf, and may, if desired by him, be represented by counsel.

V. DECISION OF THE BOARD

- A. Within fourteen (14) days following the hearing provided herein the Board shall render a decision, in writing, upholding or rejecting the allegations of the complaint in addition to the penalty imposed, if any.
- B. In the event the Board finds a violation of these Bylaws or its regulations by a member or leaseholder, the member or leaseholder shall, in addition to such other penalty as may be imposed, be responsible for all expenses incurred in pursuing the violations, including, but not limited to reasonable attorneys' fees and costs.

VI. FORFEITURE OF LEASEHOLD INTEREST

- A. In the event the Board finds a violation of these By-Laws or its regulations and elects, as a penalty, the forfeiture of the leasehold estate, the following procedure shall be followed:
- B. Within fifteen (15) days of the decision by the Board declaring a forfeiture of any leasehold, a Notice of Forfeiture shall be served upon the leaseholder by certified mail with a return receipt, which notice shall set forth the procedures outlined in this Section
- C. Within thirty (30) days of the date of mailing the Notice of Forfeiture, the leaseholder and the Board shall each select an appraiser qualified and experienced to appraise real estate in Warren County, Illinois. Within thirty (30) days of the mailing of the Notice of Forfeiture, each party shall notify the other, in writing, of the name, address, telephone number, and qualification

of the appraiser that party shall have selected. In the event that the leaseholder shall fail to comply with this sub-section regarding selection of an appraiser within the required time or shall fail to give notice of the selection of the appraiser, the Board may, at its option, appoint a second appraiser who shall serve as though selected by the leaseholder.

- D. Within thirty (30) days of selection, the two appraisers selected by the leaseholder and the Board shall by agreement, select a third appraiser similarly qualified. Within thirty (30) days following selection of the third appraiser, the fair market value of the leasehold and any improvements located thereon shall be determined by agreement of the majority of the appraisers. The valuation so determined shall be binding upon all parties. The final appraisal shall be reduced to writing, signed by all the appraisers so concurring, and a copy forwarded to each of the parties.
- E. Each party shall be responsible for payment of any fees and costs associated with the appraiser selected by that party, provided however, that the leaseholder shall be responsible for any costs and fees incurred by the appraiser appointed by the Board following failure of the leaseholder to select an appraiser in accordance with this sub-section. The cost of the third appraiser shall be divided equally between the leaseholder and the Board. In the event that any appraisal fees owed by the leaseholder shall remain unpaid following completion of the appraisal process, the Board may pay such fees and deduct them from any amounts due by the Board to the leaseholder as compensation for any leasehold interest or improvements.
- F. Within thirty (30) days of receipt of the final appraisal as determined by a majority of the appraisers, the corporation shall pay to the leaseholder a sum of money equal to the appraised value, less any costs and fees of the appraisal process, liens, real estate taxes and other financial encumbrances placed upon the leasehold owed by the leaseholder but remaining unpaid.
- G. Upon payment of the appraised value to the leaseholder, the Board shall cause to be filed in the office of the Warren County Recorder, a notice of Forfeiture reciting the facts of the forfeiture and payment of the appraised value. Such notice shall be conclusive evidence of the forfeiture and shall appear as a matter of public record a termination of all interest of the leaseholder in any lot or lots and any improvements located upon any lot or lots.

ARTICLE TWENTY SIX

AMENDMENTS

I. AMENDMENT RULES

- A. The Board of Directors may, from time to time, on its own motion or petition, amend, supplement, change, modify or appeal the regulations or restrictions established herein.
- B. The proposed amendment, supplement, change, modification or repeal shall not become effective except by a favorable vote of three-fourths ($\frac{3}{4}$) of all the members of the Board of Directors.
- C. Such amendment or vote thereon may occur at any regular or special meeting of the Board of Directors as provided herein.

ARTICLE TWENTY SEVEN

SEPARABILITY

If any section, sub-section, sentence, clause or phrase is for any reason held to be invalid by a Court of competent jurisdiction, such decision shall not affect the validity of the By-Laws as a whole or any part thereof other than the part so declared to be invalid.

ARTICLE TWENTY EIGHT

ENFORCEMENT

The Board of Directors shall appoint a building inspector whose duty will be to enforce provisions of Article Thirteen through Twenty One inclusive of these By-Laws.

ARTICLE TWENTY NINE

CONFLICTING BY-LAWS REPEALED

All conflicting By-Laws, all amendments thereto, and any regulation or parts of regulations in conflict are hereby repealed.

ARTICLE THIRTY

EFFECTIVE DATE

These By-Laws shall be effective from and after November 20, 2014.