

**OLYMPIA CLUB HOMEOWNERS ASSOCIATION  
BY-LAWS  
OLYMPIA FIELDS, ILLINOIS**

**The purpose for which the corporation is organized:**

- (a) To promote the collective and individual interests and rights of all persons owning a single family home in Olympia Club, a Subdivision situated in the Village of Olympia Fields, Cook County, Illinois.
- (b) To care for the improvements and maintenance of the Property, including all common areas, gateways, public easements and facilities of any kind dedicated to community use, and other open spaces. All ornamental features of the Property which now exist or which are hereafter installed or constructed therein.
- (c) To aid and cooperate with the members of the Association and all owners in the Subdivision in the enforcement of such conditions, covenants and restrictions on and appurtenant to their property as are now or hereafter in existence.
- (d) To exercise any and all powers that may be delegated to it from time to time by the owners of real property in the Subdivision.
- (e) In general, to do everything necessary, proper, or advisable for the accomplishment of the purposes herein set forth.

**ARTICLE 1 – General Provisions**

**Section 1:**

As provided for in Article 16.9 of the Declaration of Covenant for Olympia Club, the Homeowners Association shall formulate and enforce its own by-laws as necessary or appropriate to fulfill the purpose for which the by-laws are established. The by-laws shall be effective only after approval by the members of the Homeowners Association by a majority vote. Such by-laws shall not conflict with Olympia Club Declaration of Covenants, rules, regulations, and policies of the Village of Olympia Fields or conflict with State and or Federal laws.

**Section 2:**

These by-laws may be amended annually, subjected to the approval of a majority vote of the Homeowners Association.

**ARTICLE 2 - Jurisdiction**

**Section 1:**

The territorial jurisdiction of Olympia Club shall be as assigned by the Declaration of Covenants for Olympia Club.

**ARTICLE 3 - Obligations**

**Section 1:**

The Homeowners Association shall strive to advance the interests of its members, and protect the integrity of the Association. The Homeowners Association shall conduct its affairs in a manner which will enhance, conserve, and protect the interest of the Association.

**ARTICLE 4 - Membership**

**Section 1:**

All homeowners in Olympia Club shall be members of the Homeowners Association. Membership in the Homeowners Association shall be as outlined in Article 2 of the Declaration of Covenants which states; Every Owner, including Developer, shall be a Member of the Association, whether or not it shall be so expressed in any such deed or other conveyance. Ownership of a Lot shall be the sole qualification for membership, and there shall be only one (1) membership per Lot.

**ARTICLE 5 - Assessments**

**Section 1:**

All members shall make every effort to remain current in their Annual Assessments. Failure by a member to pay their Annual Assessment or a Special Assessment is a violation of these bylaws and Article 5 of the Declaration of Covenants. Owners will be responsible for the payment of all late, legal and collection charges.

**ARTICLE 6 - Meeting**

**Section 1:**

Members of the Homeowners Association are entitled to attend all meetings of the Association, and to have a voice (delete) on all issues affecting the Association and its members. The Board of Directors shall go into executive session for proposes of litigation, management, and collection purposes to protect the privacy of its owners.

**Section 2:**

Each member shall receive a notice of meeting no later than fifteen days prior to each meeting. Board meetings shall be held quarterly. Exception to this rule will be for issues that develop of an emergency nature.

**Section 3:**

The presence of a majority of the elected officers of the Homeowners Association shall constitute a quorum; a majority of those present and voting shall be required for all official acts.

**ARTICLE 7 - Officers****Section 1:**

The officers of this Homeowners Association shall consist of a President, Vice President, Treasurer, Secretary and one Board Member. These officers shall constitute the Board of Directors for the Homeowners Association.

**Section 2:**

All officers of this Homeowners Association shall have a two year term of office.

**Section 3: General Powers of the Board:**

- (a) To formulate policies for the administration, management and operation of the Property and Common Areas thereof;
- (b) To provide for the maintenance, repair and replacement of the Common Areas and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agents;
- (c) To engage the service of a manager or managing agent who shall manage and operate the Property and the Common Area thereof for all of the owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) To provide for the designation, hiring and removal of employees and other personnel necessary for the maintenance, repair and replacement of the Common Area, including accountants and attorneys, and to engage or contract for services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and Common Area, and to delegate any such powers to the manager or managing agent, and any such employees or other personnel who may be employees of the managing agent;
- (e) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, and of any other expenses lawfully agreed upon, as provided in the Declaration or these By-laws;

(f) To impose charges for late payments of an Owner's assessment, or any other expense lawfully agreed upon, and thereafter, notice and an opportunity to be heard, to levy reasonable fines for violation of the Declaration, By-laws or rules and regulations of the Association, and to establish reasonable charges for the costs and expenses of preparing Certificate of Assessment, statements of account, disclosure statements and other services requested by the Owners;

(g) To make contracts and incur liabilities which may be appropriate to enable the Association to accomplish any and all of its purposes; to borrow money for Association purposes at such rates of interest as the Board may determine; to issue the Association's notes, bond, and other obligations; and to secure any of the Association's obligations by mortgage, pledge or deed of trust of all or any of its property, franchises, and income;

(h) To declare the office of a member of the Board of Directors to be vacant in the event such member is absent from (3) consecutive regular meetings of the Board of Directors;

(i) To suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association; such rights may also be suspended after notice and hearing, for a period not to exceed (60) days for infraction of the Covenants, By-Laws, or published rules and regulations;

(j) To carry Casualty Insurance for all Common Areas and make Olympia Club Home Owner's Association trustees and beneficiaries.

(k) To not exceed \$5,000.00 in capitol expenditures other than purposes of repairing or replacing portions of the Common Area. All other capitol expenditures for improvements and additions will have to be approved by a 2/3rds majority vote of the members.

### **Duties of Officers:**

#### **A. President**

**A1.** The President of the Homeowners shall preside at all meeting and exercise all of the authority and responsibility of chairperson.

**A2.** The President and Treasurer of the Homeowners Association shall sign all checks or orders for the payment of monies from this Association account for the purpose of maintaining the business requirements of the Association.

**A3.** The President shall make a report of his/her association activities at each meeting of the Association.

**A4.** The President shall ensure that the affairs and business of this Association are being properly conducted.

**2B. Vice President**

**B1.** In the absence of the President at any regular meeting or special meeting of the Homeowners Association, the Vice President shall perform the function and duties of the President.

**B2.** The Vice President shall perform other duties of the Homeowners Association as assigned by the President.

**C. Treasurer**

**C1.** All monies payable to the Association shall be turned over to the Treasurer, who shall give a proper receipt therefore.

**C2.** All records of financial transaction of this Homeowners Association shall be in the custody of the Treasurer and shall be maintained in a secure location.

**C3.** At each regular meeting of the Homeowners Association, the Treasurer shall make a detailed financial report of the monies received and disbursed since the last regular meeting.

**D. Secretary**

**D1.** The Secretary shall take and maintain copies of the minutes of all meeting. The minutes of all meeting shall be part of the records of this Homeowners Association and shall be kept in a secure location.

**E. Board Member**

**E1.** The Board Member shall be an active member of the Homeowners Association and provide assistance as necessary to the Association.

**Section 4:**

Upon the termination of his/her office, each officer shall turn over the books, papers, records and other property which thereby came into his/her possession, to his/her successor or to the Homeowners Association.

**ARTICLE 8: Qualification for Office****Section 1:**

In order to qualify as a candidate for any elected office in this Homeowners Association, a member must be current in their Annual Assessment and or Special Assessments. This qualification must be present during the nomination process and remain current during his/her term of office.

**Section 2:**

The qualifications established by this Homeowners Association shall be effective only after adequate notice to the members of this Association has been provided.

**ARTICLE 9 – Nomination and Election of Officers****Section 1: Nominations**

**A.** A special meeting to be known as the “Nomination Meeting” shall be held on a date, time and location, at which nominations shall be made for all of the offices to be filled by election. Such nomination must be received prior to the nomination meeting and shall be read by the Election Committee at the nomination meeting. Any nomination received by the Election Committee after the close of the nomination meeting, shall be voided.

**B.** At least fifteen (15) days prior to said nomination meeting, notices shall be provided to each member at their home address. Such notices shall list the offices to be filled, the time, date and place of the nomination meeting.

**C.** There shall be three Election Committee Judges. The Election Committee shall be appointed prior to the nomination meeting by the Homeowners Association from among members of the Association who would also have to meet the same qualification to run for office. Upon acceptance of a position on the Election Committee, a member shall thereafter be disqualified from running for office in the election. The Election Committee shall be in charge of the conduct of the election.

**D.** A member of the Homeowners Association need not be present at the nomination meeting in order to be nominated.

**E.** Only one homeowner from each household in Olympia Club shall be permitted to run for office.

**F.** Nomination shall be made in the following order:

1. President
2. Vice President
3. Treasurer
4. Secretary
5. Board Member

**Section 2:**

After the nominations have been completed, the Election Committee shall determine whether or not each candidate possesses all qualifications for office.

**Section 3:**

If only one candidate is nominated for an office, that candidate shall be considered duly elected. An election for this office will not be required.

**Section 4:**

All candidates shall observe, and comply with all the terms and provisions of the Declaration of Covenants and By-laws.

**Section 5:**

Any member wishing to protest the qualification of any candidate shall advise the Election Committee as soon as possible, but in no case later than two days after the close of nominations. All protests must be in writing.

**Section 6:**

A candidate shall not be entitled to simultaneously run for or hold more than one office in this Homeowners Association.

**Section 7: Rules for the Conduct of the Election**

- A. Each candidate for office shall be entitled to observe every phase of the election process.
- B. Subsequent to nominations and the printing of the ballots, but at least sixteen or more days prior to the date of which ballots must be cast, the following shall be received by each member of the Homeowners Association.
- C. Notice to members in good standing of Election of Officers of Olympia Club, Homeowners Association and instructions on voting.
- D. After all nomination protests have been resolved the Election Committee shall determine the number of official ballots to be printed, and shall order the preparation of the required number of official ballots which shall be in such form as to protect and ensure the secrecy of the vote of each member.
- E. The official ballots once printed shall remain in the custody of the Election Committee.
- F. The candidate for each office receiving the largest number of votes shall be declared elected. In the event of a tie between two or more candidates receiving the largest number of votes, a runoff election will be held among the tied candidates only.
- G. Upon the completion of the election, the Election Committee shall certify the results of the election and shall promptly provide each member of Olympia Club with a copy. Such notice shall account for the total number of votes cast for each candidate.

H. All elected officers shall take the oath of office and be installed as promptly as practical, not to exceed thirty days after the results of the election have been certified.

**ARTICLE 10 – Income**

**Section 1:**

Sources of income of this Homeowners Association shall be from the annual assessments, special assessments, and other proper and lawful sources.

- (a) Assessments shall be paid on a semi-annual basis, January 1<sup>st</sup> and July 1<sup>st</sup>;
- (b) Written notice to every Owner shall be sent at least (30) days in advance of each semi-annual assessment period;
- (c) Assessments not received fifteen (15) days after the semi-annual due date will incur a fifty dollar (\$50.00) late charge and be considered in arrears, legal action will be taken against the Owner/Property after thirty (30) days to collect said assessment. The Home Owner will be responsible for all Attorney fees, late fees and collection charges.

**Section 2:**

All authorized, proper and lawful expenditures shall be made from the funds of this Homeowners Association through checks drawn by the President and Treasurer.

Effective date of By-Laws: \_\_\_\_\_

Signed/ Title: \_\_\_\_\_

Recorded: \_\_\_\_\_