

EXHIBIT B

**THIRD AMENDED AND RESTATED BYLAWS OF
THE VILLAS AT LAKEPOINTE HOMEOWNERS ASSOC., INC.**
An Illinois Not-For-Profit Corporation

The following Third Amended and Restated Bylaws (“Bylaws”) of The Villas at Lakepointe Homeowners Assoc., Inc. (“Association”), are adopted substantially contemporaneously with and as an exhibit to the Fourth Amended and Restated Declaration of Residential Covenants and Restrictions (“Fourth Amended Declaration”), recorded as Document No. * in the office of the St. Clair County, Illinois Recorder of Deeds on _____, 2024 (“Recording Date”). These Bylaws shall be effective as of such Recording Date as follows:

* A02809540

ARTICLE I
Purposes and Powers

The Association shall be responsible for the general management and supervision of The Villas at Lakepointe Subdivision (“Subdivision”), and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Fourth Amended Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Fourth Amended Declaration. Any defined terms used in these Bylaws shall have the same meaning as set forth in the Fourth Amended Declaration except and unless as otherwise specifically provided herein.

ARTICLE II
Registered Agent and Offices

2.1 **Registered Agent and Office.** The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office. The Association may have other offices within the State of Illinois as the Board of Directors may from time to time determine.

2.2 **Additional Offices.** The principal office of the Association shall be maintained in St. Clair County, Illinois, or such other location within the State of Illinois as the Board of Directors of the Association shall determine.

ARTICLE III
Membership

3.1 **Members and Membership.**

(a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

(b) Each Member shall be entitled to one (1) vote for each Lot owned by such Member on each matter submitted to a vote of Members; provided, however, that where there is more than one (1) Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

3.2 Meetings of Members.

(a) Meetings of the Members shall be held at the principal office of the Association or at such other place in St. Clair County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy validly executed and presented by a competent adult, of a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) There shall be an annual meeting of the Members between the first day and the fifteenth day of November each year, to be scheduled by the Board on a weekday night beginning between 6:00 P.M. and 7:00 P.M. Should notice of such annual meeting not have been given to all Members by the fifteenth of the immediately preceding October, the annual meeting shall be held on the third (3rd) Tuesday of November for such a year at 7:00 o'clock P.M. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Fourth Amended Declaration or these Bylaws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Association, a majority of the Board, or by Members having one-fifth (1/5) of the total votes, and delivered not less than ten (10) nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.3 **Notice of Meetings.** Written notice stating the place, date, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five (5) nor more than sixty (60) days before the date of such meeting, or, in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty (20) nor more than sixty (60) days before the date of the meeting. In case of a special meeting or when required by statute or by these Bylaws, the purpose for which the meeting is called shall be stated in the notice. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

For all purposes related to these Bylaws a written notice (a) deposited in the United States Mail, First Class U.S. postage prepaid, and addressed to any Member at the last address filed by such Member with the Association, or the Lot address if no address is on file, (b) emailed to the

email address last provided to the Association by Member, or (c) hand delivered to Member, shall be sufficient and proper notice to such Member. Any notice provided by United States Mail shall be deemed delivered on the fifth (5th) day after deposit in an approved United States Mail receptacle or location.

3.4 Voting. At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by such Member's duly authorized attorney-in-fact. No proxy shall be valid unless it includes the date of its execution nor after eleven (11) months from the date of its execution. A proxy may provide for a shorter period of validity. Where there is more than one (1) Owner of a Lot, if only one (1) of the multiple Owners is present at a meeting of the Association, such present Owner shall be entitled to cast the vote for that Lot. If more than one (1) of the multiple Owners are present, the vote of that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners.

3.5 Informal Action by Members. Any action required or which may be taken at a meeting of Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either (a) by all the Members entitled to vote with respect to the subject matter thereof, or (b) by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voting. If such consent is signed by less than all of the Members entitled to vote, then such consent shall be come effective only (i) if, at least five (5) days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the Members entitled to vote with respect to the subject matter thereof, and (ii) if, after the effective date of such consent, prompt notice in writing of the taking of the action without a meeting is delivered to those Members entitled to vote who have not consented in writing.

3.6 Petition to Call Meeting. If a written petition by Owners with at least 20% of the votes of the Association is delivered to the Board within fourteen (14) days after the Board's approval of rule, the Board shall call a meeting of the Owners within thirty (30) days after the date of delivery of the petition and, unless at least a majority of the total votes of the Owners are cast at the meeting to reject the rule, the rule shall be ratified. If at least a majority of the total votes of the Owners are cast to reject the rule, the rule shall be deemed repealed and shall no longer be of any force or effect.

3.7 Installment Sale Purchaser. In the event of an installment sale of a Lot, the purchaser of the Lot pursuant to the installment contract shall, during such times as he or she resides on the Lot, (a) be counted toward a quorum for purposes of voting on any matter or the election of members of the Board at any meeting of the Owners called for purposes of electing members of the Board; and (b) have the right to vote on any matter and for the election of members of the Board, and (c) to be elected to and serve on the Board, unless the seller expressly retains in writing any or all of such rights. In no event may the seller and purchaser both be counted toward a quorum, be permitted to vote for a particular office, or be elected to or serve on the Board. Satisfactory evidence of the installment contract shall be made available to the Association or its agents. For purposes of this Section, "installment contract" shall have the same meaning as set forth in the Illinois Installment Sales Contract Act, as amended.

3.8 **Super-Majority Vote.** The following matters shall require the affirmative vote of not less than two-thirds (2/3) of the votes of Owners at a meeting duly called for that purpose:

- (a) The merger or consolidation of the Association;
- (b) The sale, lease, exchange, or other disposition (including the mortgage or pledge) of all, or substantially all of the property and assets of the Association; and
- (c) The purchase or sale of land or of Lots on behalf of all of the Owners or the Association.

ARTICLE IV
Board of Directors

4.1 **Board of Directors.** The direction and administration of the Subdivision in accordance with the provisions of the Fourth Amended Declaration shall be vested in the Board consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of office of the Board members at any annual meeting, provided that such number shall not be less than three (3). The term of office of all members of the Board of Directors shall be two (2) years. Each member of the Board shall be an Owner; provided, however, that in the event an Owner is a corporation, limited liability company, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, members or manager of the limited liability company, partner of such partnership, individual trustee or beneficiary of such trust or agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board. All Board members shall be elected at large. If there are multiple Owners of a single Lot, only one (1) of such multiple Owners shall be eligible to serve on the Board at any one time. Any Owner nominated for the Board of Directors must be a member in good standing. For purposes of these Bylaws, "good standing" shall mean such Owner owes no assessments, fees, costs, or other amounts to the Association.

4.2 **Board Interpretation Binding.** Except as otherwise provided in the Fourth Amended Declaration, all matters of dispute or disagreement between Owners with respect to interpretation or application of the provisions of the Fourth Amended Declaration or these Bylaws shall be determined by the Board, which reasonable determination shall be final and binding on the Association and on all Owners.

4.3 **Election.** Members of the Board shall be elected at every annual meeting. The term of a Board member shall begin on the 15th day of January of the year immediately following the annual meeting at which the member was elected. In all elections for members of the Board where the number of candidates is greater than the offices to be filled, each Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. In all elections for members of the Board where the number of candidates is equal-to-or-less-than the number of offices to be filled, each candidate shall be approved by a "Yes" or "No" vote. To be elected to

the Board, a candidate must receive not less than two-thirds (2/3) of the votes cast. Generally, voting will be conducted by secret ballot. The term of office of all members of the Board of Directors shall be two (2) years. Any Board member may be elected for and may serve successive terms.

The Board may disseminate to the Owners biographical and background information about candidates for election to the Board, so long as (a) reasonable efforts to identify all candidates are made and all candidates are given an opportunity to include biographical and background information in the information to be disseminated; and (b) the Board does not express a preference in favor of any candidate, and any proxy distributed for Board elections by the Board must give the Owners the opportunity to designate any person as the proxy holder, and give the Owner the opportunity to express a preference for any of the known candidates for the Board or to write in a name.

4. **No Compensation; Expense Reimbursement.** Members of the Board shall receive no compensation for their services unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.5 **Vacancies.** Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.7, including vacancies due to any increase in the number of persons on the Board, shall be filled by the vote of at least two-thirds (2/3) of the remaining members of the Board or of the Members present at the next annual meeting or at a special meeting of the Members called for such purpose.

4.6 **Officers.** The Board shall elect from among its members: (a) a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, (b) a Secretary who will keep the minutes of all meetings of the Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (c) a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.7 **Removal of Board Member.** Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner set forth below. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.8 **Annual Meeting of Board of Directors.** All annual meetings of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. At such meeting the Board shall elect its officers to serve for a period of one year which shall commence on January 15th of the year immediately following the year in which they were elected. Special meetings of the Board shall be held upon call by the President or by at least twenty-five percent (25%) of the Board on not less than forty-eight (48) hours notice in writing to each member of the Board, delivered personally or by mail or electronic mail (e-mail). Any member of the Board may

in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

4.9 Manner of Acting. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary. The Board may not enter into a contract with a current Board member or with a corporation, company, or partnership in which a Board member or a member of the Board member's immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Owners within twenty (20) days after a Board recommendation is made to enter into the contract and the Owners are afforded an opportunity, by filing a petition signed by at least twenty percent (20%) of the Owners, for an election to approve or disapprove the contract. Such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (30) days after filing the petition. For purposes of this subsection, a Board member's immediate family means the Board member's spouse, parents, and children.

4.10 Notice of Meetings of Board of Directors. Written notice of meetings of the Board shall be mailed or delivered at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice pursuant to the Fourth Amended Declaration, these Bylaws, or provision of law before the meeting is convened.

4.11 Number of Board Meetings. The Board shall meet at least four (4) times annually.

4.12 Notice as to Financial Matters. The Board shall provide the proposed budget and financial statements required by the Fourth Amended Declaration at the times required thereby.

4.13 Board Meetings Open to Members. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held:

(a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee or agent; or

(c) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the Association.

While discussion and deliberation on any of these exceptions may be discussed in a properly constituted closed session, any vote on such matters shall be taken at a meeting or portion thereof open to any Owner.

Any Owner may record the proceedings at meetings required to be open by these Bylaws by tape, film, or other means; provided that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings. An Owner may have counsel in attendance at any meeting, but no member of the general public not having an ownership interest in a Lot or the Property, other than the property manager, if any, retained by the Board, shall be authorized to attend any Board Meeting except as authorized by the Board..

4.14 **Records.**

(a) The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Owner(s) or their mortgagee(s) and their duly authorized agent(s) or attorney(s):

(i) Copies of the recorded Declaration, other duly recorded covenants, these Bylaws and any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Board shall be available.

(ii) Detailed and accurate records in chronological order of the receipts and expenditures of the Board, if any, specifying and itemizing such receipts and expenditures, and copies of all contracts, leases, or other agreements entered by the Association, shall be maintained for a period of not less than five (5) years after paid or last effective.

(iii) The minutes of all meetings of the Association and the Board shall be maintained for not less than seven (7) years.

(iv) Ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members shall be maintained for not less than one year.

(v) Such other records of the Association as are available for inspection by Members pursuant to the General Not For Profit Corporation Act of 1986 shall be maintained.

(b) Where a request for records under this Section is made in writing to the Board or its agent, failure to provide the requested record or to respond within thirty (30) days shall be deemed a denial by the Board.

(c) A reasonable fee may be charged by the Association or its Board for the cost of copying.

(d) If the Board fails to provide records properly requested under subsection (a) within the time period provided in subsection (b), the Owner may seek appropriate relief, including an award of attorney's fees and costs.

4.15 **Capacity of Board.** The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Association, Board, and/or on behalf of the Owners as their interests may appear.

ARTICLE V
Powers of the Board

5.1 **General Powers of the Board.** Without limiting the general powers which may be provided by law, the Fourth Amended Declaration or these Bylaws, the Board shall have the power and duty to:

(a) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;

(b) Maintain, at the expense of the defaulting Owner, all drainage areas, and facilities located on the Subdivision in accordance with the reasonable and acceptable engineering requirements of the Municipality in the event that one or more Owners fail to do so;

(c) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Subdivision and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Subdivision neat in appearance and in good order;

(d) Make such improvements to the Subdivision and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and these Bylaws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable residential community;

(e) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Fourth Amended Declaration, the Articles of Incorporation, or these Bylaws, including the power: to levy, collect, and expend assessments and fees for the late payment thereof (provided, however, that the Board may not forebear payment of an assessment by any Lot Owner); the power to approve or require (at the Lot Owner's cost and expense and subject to the requirement for Plans and Specifications as set forth in the Fourth Amended Declaration, as or if amended) modifications to improvements located on a Lot to reasonably accommodate the needs of a handicapped resident as required by the Federal Civil Rights Act of 1968, the Illinois Human Rights Act, and/or any applicable local ordinances, all as and if amended; the power to adopt and amend rules and regulations consistent with the Fourth Amended Declaration; and the power to obtain and maintain, as a common expense, appropriate insurance on behalf of the Owners, the Association, and/or the Board; and

(f) To seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of

Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Subdivision and to charge all expenses incurred in connection therewith to the maintenance fund.

5.2 Authority to Adopt Rules, Regulations, and Policies.

(a) Subject to applicable law, regulations, and ordinances, the Board may adopt such reasonable rules, regulations, and policies as it may deem advisable for the maintenance, conservation and beautification of the Subdivision.

(b) The Board may engage the services of an agent or management organization to manage the Subdivision to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

5.3 No Personal Liability of Board Members. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board members.

5.4 Specific Limitation on Board Authority. Notwithstanding any provision in the Fourth Amended Declaration or the Articles of Incorporation (as and if amended), Bylaws (as amended), rules, regulations, or agreements or other instruments of the Association, or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on any Lot by an Owner of such Lot. The Board may adopt reasonable rules and regulations, consistent with federal law, regarding the placement and manner of display of the American flag, and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within a Lot, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this Section, "American flag" means the flag of the United States as defined in the United States Code and the Executive Orders entered in connection with that Code, made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component; and "Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

5.5 Tenant Utility Payment Disclosure Act. The Board shall have the authority to establish and maintain a system of master metering of public utility services and to collect

payments in connection therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

5.6 **Authority to Levy Fines.** The Board shall have the power, after notice and an opportunity to be heard, to levy and collect reasonable fines from Members for violations of the Fourth Amended Declaration, these Bylaws (as amended), and rules and regulations of the Association. Nothing contained in this Section shall give rise to a statutory lien for unpaid fines.

ARTICLE VI
Assessments-Maintenance Fund

6.1 **Budget and Notice.** Each year on or before November 15, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board and shall, on or before December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such estimation shall be made generally in accordance with Generally Accepted Accounting Principles. Such Estimated Cash Requirement shall be prepared on a line-item basis and shall indicate which portions are intended for reserves, capital expenditures or repairs, or real estate taxes, if any. The Estimated Cash Requirement shall be assessed equally among all of the Owners. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the monthly assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year, the Board shall furnish to all Owners an itemized accounting of the expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves, together with an indication of which portions were for reserves, capital expenditures or repairs, or real estate taxes, if any. The Board shall, upon demand at any time, furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid and the amount of any unpaid balance. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon. The Board shall provide such certificate within ten (10) days of the request therefor; and may charge a reasonable fee therefor.

6.2 **Special Assessment.** The Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners; provided, however, that the common expenses for insurance premiums may be assessed by the Board on a basis reflecting the increased charges for coverage due to activities within or upon any specific Lot(s) as a result of increased premiums for such specific Lot(s). The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

6.3 **No Implied Waiver.** The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein

provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

6.4 Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to maintenance required by the Fourth Amended Declaration and to specify and itemize the maintenance and repair expenses of the Subdivision and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) business days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.5 Use of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.6 Delinquent Assessments. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the Owner shall also pay the greater of (a) a late fee of Ten Dollars (\$10.00) for each month or portion thereof in which such assessment payment(s), or any portion thereof, is delinquent, or (b) interest from and after the due date of such assessment payment(s) at the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate and may include the collection of reasonable attorneys' fees and costs. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

6.7 Association's Lien Rights. In addition to the rights and remedies set forth in the Fourth Amended Declaration, or as allowed by law, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid

charges or assessments, cost, late fees, or expenses, including but not limited to reasonable attorneys' fees, and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other Owners, to peaceably enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided by law.

6.8 **Cost, Fees, and Expenses.** Other than attorney's fees, no fees pertaining to the collection of an Owner's financial obligation to the Association, including fees charged by a manager or managing agent, shall be added to and deemed a part of an Owner's respective share of the common expenses unless: (a) the managing agent fees relate to the costs to collect common expenses for the Association; and (b) the fees are set forth in a contract between the managing agent and the Association. The Board is hereby specifically granted the authority to add management fees to an Owner's respective share of the common expenses.

ARTICLE VII ***Covenants and Restrictions as to Use and Occupancy***

All Owners shall maintain, occupy and use their Dwelling in accordance with the terms of the Fourth Amended Declaration and any additional rules and regulations adopted by the Board or by the Members. The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

ARTICLE VIII ***Committees***

8.1 **Establishment of Committees.** The Board, by written resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board. Said committees, to the extent consistent with law and as provided in said resolution, may have and exercise the authority of the Board in the management of the Association. The designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon such individual member by law.

8.2 **Members of Committees.** Except as otherwise provided in the designating resolution, the members of each committee shall be Members of the Association and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

8.3 **Term.** Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.4 **Chairman.** One (1) member of each committee shall be appointed chairperson by a vote of the committee members.

8.5 **Vacancies.** Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

8.6 **Voting.** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.7 **Rules.** Each committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board.

ARTICLE IX
Amendments

These Bylaws may be further amended by the affirmative vote of not less than two-thirds (2/3) of the Owners of Lots within the Property at a special meeting (or a duly noticed regular meeting) called for such purpose. Amendments to these Bylaws shall be executed and recorded by the President and Secretary of the Board of Directors and shall be deemed effective upon recordation unless the amendment sets forth a different effective date.

ARTICLE XI
Interpretation


In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Fourth Amended Declaration and these Bylaws, the Fourth Amended Declaration shall control.

IN WITNESS WHEREOF, The Villas at Lakepointe Homeowners Assoc., Inc. has caused its name to be signed to these Bylaws President and Secretary of its Board of Directors as of the day and year first above written.

The Villas at Lakepointe
Homeowners Assoc., Inc.

By: 
Linette Warnecke, President

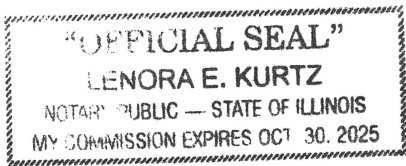
Attest:

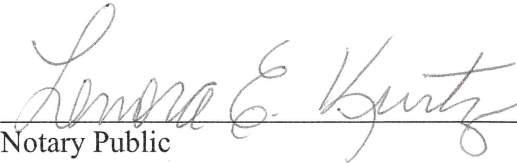
By: 
Lisa Caldwell, Secretary

STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Linette Warnecke**, as **President** of The Villas at Lakepointe Homeowners Assoc., Inc., personally known to me (or proven by satisfactory evidence) to be the same person whose name is subscribed to the foregoing, appeared before me this day in person and independently acknowledged that as a duly authorized officer of The Villas at Lakepointe Homeowners Assoc., Inc. she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of April, 2024.



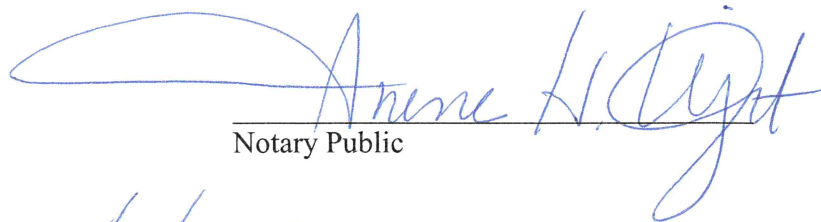

Notary Public

My Commission Expires: 10-30-2025

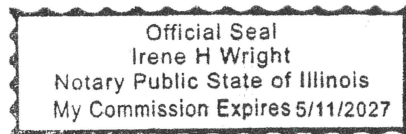
STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that **Lisa Caldwell** as **Secretary** of The Villas at Lakepointe Homeowners Assoc., Inc., personally known to me (or proven by satisfactory evidence) to be the same person whose name is subscribed to the foregoing, appeared before me this day in person and independently acknowledged that as a duly authorized officer of The Villas at Lakepointe Homeowners Assoc., Inc. she signed, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of April, 2024.


Notary Public

My Commission Expires: 5/11/2027



Prepared by:

Jeffrey A. Mollet
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