

**TURNBERRY RIDGE
HOMEOWNERS ASSOCIATION**

An Illinois Not-For-Profit Corporation

AMENDED BYLAWS

TABLE OF CONTENTS

<u>ARTICLE I - PURPOSES AND POWERS</u>	1
---	---

ARTICLE II - OFFICES

2.1 Registered Office and Agent	1
2.2 Principal Office	1

<u>ARTICLE III - MEMBERSHIP</u>	1
--	---

3.1 Members	1
3.2 Meetings of Members	2
3.3 Notice of Meetings	2
3.4 Proxies.....	2

ARTICLE IV - BOARD OF DIRECTORS

4.1 Board Number and Term	2
4.2 Resolution of Disputes	3
4.3 Election of Board	3
4.4 Compensation of Board	3
4.5 Board Vacancies	3
4.6 Officers	3
4.7 Removal of Board Members	3
4.8 Board Meetings	3
4.9 Association Contracts and Commitments	4

ARTICLE V - POWERS OF THE BOARD

5.1 Powers and Duties of the Board.....	4
5.2 Limitation on Authority of Board	6
5.3 Liability	6

ARTICLE VI - ARCHITECTURE COMMITTEE

6.1	Committee Authority	6
6.2	Powers and Duties.....	6
6.3	Failure of Committee to Act	7
6.4	Building Guidelines	7
6.5	Access Common Area.....	11
6.6	Waiver	11
6.7	Modification, Waiver or Addition of Restrictions	11
6.8	Enforcement.....	11
6.9	Construction	11
6.10	Perpetuation	11

ARTICLE VII - ASSESSMENTS-MAINTENANCE FUND

7.1	Assessments	11
7.2	Use of Assessments.....	12
7.3	Annual Assessment.....	12
7.4	Reserves	12
7.5	Books and Records	13
7.6	Use of Funds	13
7.7	Failure to Pay Assessments or Charges	13

ARTICLE VIII - USE AND OCCUPANCY RESTRICTIONS.....14

ARTICLE IX - COMMITTEES

9.1	Board Committees	14
9.2	Member Committees.....	14
9.3	Committee Member Term.....	14
9.4	Committee Chairman	15
9.5	Committee Member Vacancies	15
9.6	Committee Quorum	15
9.7	Committee Rules.....	15

ARTICLE X - AMENDMENTS.....15

ARTICLE XI - INTERPRETATION.....15

AMENDED BYLAWS OF
TURNBERRY RIDGE HOMEOWNERS ASSOCIATION
EFFECTIVE AUGUST 19, 2025

ARTICLE I - PURPOSES AND POWERS

The Turnberry Ridge Homeowners Association ("Association") shall be responsible for the general management and supervision of the Property and the ownership of the Common Areas thereof and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Turnberry Ridge No. 1 Owner Certificate and Dedication with Restrictive Covenants (the "Original Declarations") and the Turnberry Ridge No. 1, Turnberry Ridge No. 2, Turnberry Ridge No. 8 and Turnberry Ridge No. 9 Amended Covenants and Restrictions collectively (the "Amended Covenants") governing and restricting all of the parcels of land (each a "Lot") included in the property described in the Declaration ("Property" or "Subdivision"). 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 Original Declaration and the Amended Covenants. Any defined terms used in these Bylaws shall have the same meaning, as set forth in the Original Declaration and the Amended Covenants, except as otherwise provided herein.

ARTICLE II - OFFICES

2.1 Registered Office and Agent. 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 or without the State of Illinois as the Board of Directors may from time to time determine.

2.2 Principal Office. The principal office of the Association shall be maintained in Champaign County, Illinois at the office of a current board member as determined from time to time.

ARTICLE III - MEMBERSHIP

3.1 Members.

(a) Every Owner of a Lot in the Property ("Owner") shall be a member of the Association ("Member"). 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 the Member on each matter submitted to a vote of Members; provided, however, that where there is more than a single Owner of a Lot, such co-owners of a Lot shall collectively only be entitled to one (1) 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 Champaign County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of owners of Lots representing 20 percent of the Lots in the Property determined pursuant to Section 3.1 above 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 in person or in proxy 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 during the month of August of each succeeding year, at a time and place to be determined by the Board of Directors, with notice to all the Members.

(c) Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Original Declaration and the Amended Covenants 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 a majority of the Board or by the Members having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and an agenda setting forth the matters to be considered and voted upon.

3.3 Notice of Meetings. Notices of meetings will be given at least 10 days but not more than 30 days prior to the meeting date, and may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

3.4 Proxies. 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 his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV - BOARD OF DIRECTORS

4.1 Board Number and Term. The direction and administration of the Property in accordance with the provisions of the Original Declaration and the Amended Covenants shall be vested in the Board. The Board should consist of a minimum of five (5) persons and a maximum of seven (7) persons who shall be elected in the manner hereinafter provided. Each member of the Board shall be an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, 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.

4.2 Resolution of Disputes. All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Original Declaration and the Amended Covenants or these Bylaws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.3 Election of Board. At the annual meeting of the Members there shall be an election of members of the Board. In all elections for members of the Board, 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. Board member terms shall be 2 years. Board members may elect to continue on the board after their 2 year term has expired if the Members approve them again at the annual meeting. The number of Board members may be changed by vote of the Members taken at the annual meeting, but at no time shall there be less than 5 Board members.

4.4 Compensation of Board. 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 or her duties.

4.5 Board Vacancies. Vacancies in the Board, other than as a result of removal pursuant to Section 4.7, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote 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: (i) 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, (ii) a Vice President who shall perform the duties of the President in the absence of the President, or in the event of the President's inability or refusal to act ; (iii) 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 (iv) a Treasurer to keep the financial records, and books of account, and such additional officers as the Board shall see fit to elect. The officers shall serve two year terms which can be extended if the Board member is re-elected at the annual meeting

of the Board.

4.7 Removal of Board Members. 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 aforesaid. 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 Board Meetings. Annual meetings of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by a majority 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 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 a majority of those present at its meetings when a quorum is present. Board meetings are generally closed to subdivision Members but Members may request to attend a Board meeting to address specific items. The Board may also request Members to attend a meeting to address specific items.

4.9 Association Contracts and Commitments. 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 any other authorized Board Member or officer.

ARTICLE V - POWERS OF THE BOARD

5.1 Powers and Duties of the Board. Without limiting the general powers which may be provided by law, the Original Declaration and the Amended Covenants or these Bylaws, the Board shall have the power and duty, subject to such restrictions mandated by law, the Original Declaration and the Amended Covenants or these Bylaws, to:

(a) Own, maintain and otherwise manage the Common Areas and all improvements thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sacs and median strips in the dedicated roads or streets which are within the Property and to maintain any signage and lighting located thereon;

(b) Contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association;

(c) Establish and maintain a Contingency and Replacement Reserve in an amount to

be determined by the Board;

(d) Maintain, at the expense of a defaulting Owner, all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the City of Champaign in the event that any Owner shall fail to do so;

(e) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, lighting and other improvements located on the Common Areas;

(f) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Developer;

(g) Make such improvements to the Common Areas and provide such other facilities and services as may be authorized from time to time by the affirmative vote of the majority 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;

(h) Construct any allowed improvements within the Commons Areas as well as the maintenance and regulation of the Commons Areas;

(i) Charge and collect an annual assessment from each Owner which shall be based on such Owner's proportional share of the annual expenses of the Association to perform its obligations under these covenants, which shall include, but not be limited to insurance, costs of construction, repair, and maintenance of the Commons Areas. Assessments shall be in such amounts and collected at such times as determined by the Board of Directors of the Owners' Association;

(j) 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 Common Areas and to charge all expenses incurred in connection therewith to the maintenance fund;

(k) File liens against any Lot for any unpaid assessments;

(l) File suit in the appropriate tribunal for the enforcement of these covenants and seek any and all remedies available at law or in equity;

(m) Recover attorney fees and costs incurred in the enforcement of these covenants;

(n) Make agreements with park districts, not for profit corporations, or any other

government body or agency for the maintenance of any Common Areas;

(o) Make agreements with third parties to provide services for the subdivision, which services shall include, but not be limited to, the construction of allowed improvements within the Commons Area, maintenance of the Commons Area;

(p) Purchase liability insurance for the Commons Area and directors and officers liability insurance for the Board members and officers of the Association;

(q) Adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations; and

(r) Act as the Turnberry Ridge Architectural Committee (“Architectural Committee”) and;

(s) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Original Declaration and the Amended Covenants, the Articles of Incorporation or these Bylaws.

5.2 Limitation on Authority of Board. 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 Liability. 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.

ARTICLE VI - ARCHITECTURE COMMITTEE

Subject to the restrictions set forth in the Original Declaration and the Amended Covenants, the Architecture Committee shall act as follows:

6.1 Committee Authority. The Vice President shall serve as the chair of the Architecture Committee. The decisions of the Architecture Committee will be made upon the affirmative vote of a majority of the Committee members.

6.2 Powers and Duties. The Architecture Committee shall have the power to:

- (a) Approve, and without such approval no building, dwelling, fence or other structure or excavation shall be erected, constructed, altered or maintained upon, under or above or moved upon any part of the Subdivision unless the plans and specifications therefore showing the proposed construction, nature, kind, shape, height, material, and color scheme thereof, and building elevations, and a plot plan showing lot lines, boundaries of the building site, distance from the boundaries of the building site to the buildings and the grading and landscaping plan of the building site have been submitted to and approved, in writing, by the Architectural Committee as complying with the terms and provisions of these restrictive covenants and the Builder/Buyer Review Checklist (See Appendix A to the Original Declaration and the Amended Covenants);
- (b) Examine and approve or disapprove any plans and specifications submitted to it by an Owner;
- (c) The Board shall not have the power to waive minimum dwelling size requirements and setbacks contained in these restrictive covenants, except by vote of two-thirds (2/3) of the Members;
- (d) Determine whether a fence, wall, hedge or shrub planting unreasonably obstructs the view of approaching street traffic; and
- (e) Inspect any construction work in progress upon any Lot in the subdivision for the purpose of ascertaining whether the applicable provisions of these restrictive covenants are being fully complied with.

6.3 Failure of Committee to Act. In the event a matter requiring action by the committee is submitted to the Committee in writing and the Committee fails to give written notice of its action taken thereon to the Owner within thirty (30) days thereafter, then the Committee shall be conclusively presumed to have approved the matter so submitted to it.

6.4 Building Guidelines. The guidelines for construction upon the Lots shall be as follows:

- (a) No one story dwelling unit shall occupy a ground floor area of less than 1,800 square feet. No dwelling unit having more than one story shall occupy a ground floor area of less than 1,100 square feet and a total floor area of less than 2,200 square feet. In computing the floor area of a dwelling unit for the purpose of applying this restriction, one-fourth (1/4) of the area of enclosed porches shall be considered to be a part of the dwelling unit. All area requirements listed herein shall be exclusive of garage areas, and no garage areas shall be occupied as a residence either temporarily or permanently.
- (b) No building shall be located on any Lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any

event, no building shall be located on any Lot nearer than twenty-five (25) feet to any street line. No main or accessory building shall be located closer to the side lot lines than a distance of six (6) feet. No dwelling unit shall be located on any interior lot nearer than ten (10) feet to the rear lot line or a greater distance if shown on the recorded plat. For the purposes of this covenant, eaves, steps and open porches shall not be construed to permit any portions of a building on a Lot to encroach upon another Lot.

(c) Only one (1) dwelling structure shall be constructed per building site.

(d) All buildings on a building site, including accessory buildings, shall not cover more than thirty percent (30%) of the building site.

(e) All buildings erected on any building site shall be constructed of new materials of good quality suitably adopted for use in the construction of residences. The provisions herein shall not apply to temporary buildings and structures erected by builders in connection with the construction of any dwelling or accessory building and which are promptly removed upon completion of such dwelling or accessory building.

(f) Individual dwelling units should be designed to achieve a balanced proportion and scale in the overall massing, as well as with individual features or component parts, such as patios, decks, porches, garages, entry porticos, accessory structures. All dwelling units must have a driveway which shall be constructed of concrete. Roof pitches should be not less than four in twelve. Flat roofs or mansard roofs shall not be allowed.

(g) Grading of each building site and setting of finish floor elevations of associated structures shall be completed such that water drainage around and away from completed structures does not encroach on adjacent properties. The front yard of each Lot shall be sodded as soon as weather reasonably permits after substantial completion of any principal structure thereon. Rear and side yards of each Lot shall be seeded as soon as weather reasonably permits after substantial completion of any principal structure thereon. Complete landscape development of each Lot shall be required within a reasonable time period following construction. Planting plans showing exact locations of proposed plantings or trees or planting beds visible from the street, shall be submitted and approved by the Architectural Committee prior to installation. No development shall occur by any Owner which extends beyond the platted lot lines of each Owner's Lot.

(h) Fences may be allowed on each individual Lot except as otherwise restricted by provisions hereinafter, however, the design for any fence to be erected shall first be submitted to the Architectural Committee for approval. No chain-link style fence shall be approved. Height limitations shall be in accordance with the zoning ordinance of the City of Champaign. No fence over 6' in height shall be approved. Fences shall be designed and constructed of materials which are similar to and/or blend with those used on the building structure. All fences shall be constructed with the support framing facing the interior of the lot and the fence facade to the outside of the framing. This may include ornamental metal (iron, steel, etc.), brick, vinyl or wood. Fences constructed by the individual homeowner shall be the responsibility of the

individual homeowner to install and maintain. No above-ground swimming pools shall be visible above the required surrounding fence.

(i) The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until the exterior construction is fully completed and the interior construction is substantially completed. No such building or structure shall be occupied during the course of original exterior construction or until made to comply with the restrictions and conditions set forth herein. No excavation except as is necessary for the construction of improvements shall be permitted. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently.

(j) No individual water supply system shall be installed or maintained on any Lot.

(k) No signs of any kind shall be displayed to the public view on any Lot except one (1) sign of not more than five (5) square feet advertising the property for sale or rent.

(l) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot. No person, firm or corporation shall strip, excavate or otherwise remove soil for sale or for use other than on the premises from which the same shall be taken except with the written permission of the Architectural Committee and in connection with the construction or alteration of a building on such premises and excavation of grading incidental thereto.

(m) The Turnberry Ridge Homeowners Association will follow Chapter 7 of the City of Champaign Code of Ordinances which specifies the rules for the keeping of animals. .

(n) No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in containers which shall be maintained in a clean and sanitary condition. Burning of any trash, garbage or waste is strictly prohibited.

(o) No building material of any kind or character shall be placed or stored upon a building site until the Owner's ready to commence construction of improvements and then such materials shall be placed within the property lines of the building site upon which improvements are to be erected and shall not be placed in the street right-of-way.

(p) No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 30 feet from the intersection of the street property lines, or in the case of a rounded property corner from the intersection of the street property lines extended. Further, none of the above described obstructions shall be placed or permitted to remain in the triangular area formed by a street property line, either edge of any driveway, and a line connecting a point thirty (30) feet outward from the edge of the driveway and ten (10) feet from the street property line.

(q) All Owners shall provide an enclosed garage or garages for not less than two (2) automobiles.. All Owners shall provide facilities for off-street parking for the number of automobiles in use by the Owner or resident on the property or persons regularly employed on the property. All Owners or residents owning or possessing any type of recreational vehicle, boat, boat trailer, or like vehicle, shall provide and use an enclosed garage for storage of such vehicle when not in motion. Storage sheds must be constructed of like or similar materials to the main dwelling and are limited to 1 per Lot. Metal, plastic, resin or vinyl sheds are not permitted. Storage sheds must be no larger than 8 feet by 10 feet in size and no taller than 10 feet to the top of the roof. Storage sheds must not block the water view of other lake lot owners. Storage sheds are subject to review of the architectural committee to ensure proper size, materials and lot placement. No storage facility can be constructed prior to the main dwelling.

(r) No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No vehicles shall be parked on the yard of any Lot and no junk cars shall be permitted in the Subdivision. No animals or pets shall be housed, kept, or leashed outside the building on any Lot, except within a fenced enclosure. Weeds on vacant Lots shall be cut when twelve (12) inches high or when required by applicable ordinances whichever is sooner. If the Owner fails to do so, the Board will contact Neighborhood Services who will cite the homeowner. Owners shall endeavor to keep Lots clean of debris and waste materials so as to preserve a neat appearance in the subdivision. The enumeration of specific annoyances or nuisances shall not be construed as an exhaustive list of annoyances or nuisances or definition of the same.

(s) All lots must have the appropriate number of yard lights as required by covenant. Homeowner's are responsible for maintenance of these lights and repairs are to be made in a timely manner. The Owners of every Lot shall erect and maintain in good condition one yard light located in the front yard, and one rear or side yard light where such rear or side yard is contiguous with a common area, including sidewalks. All yard lights shall be equipped with a photo-electric cell that activates the light during hours of darkness. No sodium, mercury vapor or other metal halide yard light is permitted. The Architectural Committee shall review all proposed exterior lighting systems for location, type, design and illumination levels. Approval

shall be obtained from the Architectural Committee prior to construction.

(t) All satellite dishes must be behind the front line of the house. No satellite dish over 24" in diameter shall be approved. No amateur radio (HAM) or television antennas may extend above the roofline of the house.

(u) No individual sewage disposal system shall be installed or maintained on any Lot.

(v) All remodeling or addition to a building within the subdivision shall be subject to the terms of this Article VI and the Building Guidelines, and the approval of the Architectural Committee.

6.5 Access Commons Area. The Access Easement and Lake and other areas shown as commons area on the recorded plat ("Commons Areas") as shown on the recorded plat shall be devoted to the common use and enjoyment of the Owners and other adjacent real estate already platted or to be platted at a later date, subject to easement restrictions as set forth in the Original Declaration and the Amended Covenants. The management and control of such area shall be vested in the Homeowners Association. Each Owner of a Lot in this Subdivision shall as a condition precedent to ownership, covenants and agrees to pay annual or monthly charges and each said Owner does hereby agree to pay such assessments by accepting conveyance by deed to any Lot in said Subdivision. The use of such access easement and lake shall be subject to any and all rules and regulations for the orderly use and enjoyment of such area created by the Homeowners Association.

6.6 Waiver. The failure of the Architectural Committee or any building site Owner to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property, or any part thereof, is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

6.7 Modification, Waiver or Addition of Restrictions. These restrictive covenants may be modified, waived or amended, in whole or in part, and additional restrictive covenants may be adopted, as to any one or more lots, by an instrument signed, acknowledged and recorded by not less than two-thirds (2/3) of the Owners.

6.8 Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages.

6.9 Construction. If it shall at any time be held that any of the restrictions, conditions, covenants, reservations, liens or charges herewith provided or any part thereof is invalid or for any reason become unenforceable, no other restrictions, conditions, covenants, reservations, liens or charges of any part thereof shall be thereby affected or impaired.

6.10 Perpetuation. The foregoing covenants, limitations and restrictions are to run with the land and are binding on all parties and persons claiming under them.

ARTICLE VII - ASSESSMENTS-MAINTENANCE FUND

7.1 Assessments. Each Owner, by taking title to Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as herein after provided. The annual and special assessments, together with such interest thereon and cost of collection thereof, as herein after provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, cost and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. However, the lien shall pass to Owner's successors in title.

7.2 Use of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of other residents of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to these purposes and related to the use and enjoyment of the Common Area. Such uses shall include, without limitation, the cost of all general real estate taxes, insurance, repair, replacement and maintenance and other charges required or permitted by this Original Declaration and the Amended Covenants and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve. The annual assessments provided for herein shall commence for each Lot on the first day of the month following delivery of a Lot Deed to an Owner.

7.3 Annual Assessment.

(a) Each year on or before July 1, 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 fiscal year (August 1 - July 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before August 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all of the Owners. On or before September 15 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 7.3.

(b) 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 maintenance 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. 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. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

7.4 Reserves.

(a) The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures ("Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure from the Contingency and Replacement having a cost in excess of Ten Thousand Dollars (\$10,000.00) shall require the prior approval of the Members holding the majority of the Members present at an Association meeting properly called for that purpose.

(b) If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners. 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.

7.5 Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas 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 seven (7) 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.

7.6 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.

7.7 Failure to Pay Assessments or Charges. 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 assessment shall bear a penalty of \$25 per month, not to exceed \$50, per delinquency, 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. 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.

ARTICLE VIII - USE AND OCCUPANCY RESTRICTIONS

All Owners shall maintain, occupy and use their Dwelling and the Common Areas only in accordance with the terms of the Original Declaration and the Amended Covenants 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 IX - COMMITTEES

9.1 Board Committees. The Board, by 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, shall have and exercise the authority of the Board in the management of the Association; but 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 it or him by law.

9.2 Member Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such 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.

9.3 Committee Member 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.

9.4 Committee Chairman. One (1) member of each committee shall be appointed chairman.

9.5 Committee Member 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.

9.6 Committee Quorum. 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.

9.7 Committee Rules. Each committee may adopt rules for its own Governance not inconsistent with these Bylaws or with rules adopted by the Board.

ARTICLE X - AMENDMENTS

These Bylaws may be amended or modified from time to time by action or approval of the Members entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.2. Such amendments shall be recorded in the Office of the Recorder of Deeds of Champaign County, Illinois.

ARTICLE XI - INTERPRETATION

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

SECRETARY'S CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected and acting Secretary of Turnberry Ridge Homeowners Association, an Illinois Not-For-Profit Corporation, do hereby certify that the foregoing are the true and accurate Amended Bylaws adopted by the Board of Directors on _____, 2025.

Secretary