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BY-LAWS *of*

**AUTUMN FIELDS  
HOMEOWNERS  
COMMON AREAS MAINTENANCE  
ASSOCIATION**

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These By-Laws are hereby adopted by the Board of Directors of Autumn Fields Homeowners Common Areas Maintenance Association (Referred herein as to "The Association.") to be binding on the Lot owners and the property located in the Autumn Fields Subdivision in Frankfort, Illinois, County of Will.

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## ARTICLE I

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WHEREAS, the Board of Directors of The Association has been duly elected in accordance with the Declaration of Covenants, Conditions and Restrictions of Autumn Fields recorded in the office of the Recorder of Deeds in Will County, Illinois as Document #R2001050404.

The duly elected Board of Directors is authorized to represent all of the Lot owners of The Association, an Illinois Not-For-Profit corporation in accordance with the Declaration; and the Board of Directors of The Association declares that the owners of each Lot located in Autumn Fields, are hereby subject to the covenants, conditions, restrictions and regulations of the following By-Laws of The Association which have been duly passed by The Board of Directors. These By-Laws will run with the land and shall be binding on all parties having or acquiring any right, title or interest in the property and shall insure to the benefit of each owner thereof.

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## ARTICLE II

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### MEETING OF ASSOCIATION MEMBERS

#### Section 1: Annual Meetings

The annual meeting of members shall take place within the City limits of Frankfort, Illinois in the month of January. The annual meeting shall include, but not be limited to the adoption of an annual budget.

#### Section 2: Special Meetings

Special meetings of the Association members may be called at any time by the Board of Directors of the Association or the ARC, or upon written request of one-third ( $\frac{1}{3}$ ) of Association members who are entitled to vote based on good standing. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. Only the purpose set forth in said notice may be discussed and voted on at the special meeting.

#### Section 3: Notice of Meetings

Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or persons calling the special meeting per Section 2 above, by mailing a copy of such notice, postage prepaid or hand deliv-

ered at least ten (10) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of The Association, or as a public notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. All meetings to take place within the Village of Frankfort city limits.

#### Section 4: Suspension of Membership

A member in good standing will be defined as a member who is not delinquent in the payment of any annual or special assessment or fine levied by The Association. During any period in which a member shall be delinquent in the payment of any annual or special assessment or fine levied by The Association, the voting rights by said member may be suspended by The Board of Directors until such assessment has been paid. Members will be officially notified by registered mail upon suspension of their membership.

#### Section 5: Quorum

The presence at a meeting of members or of proxies eligible to vote representing at least one-third ( $\frac{1}{3}$ ) of the votes of the members shall constitute a quorum. (for example, at least one-third ( $\frac{1}{3}$ ) of thirty (30) members constitutes ten (10) members.) If the required quorum is not forthcoming at any meeting of the members, another meeting may be called, subject to the notice requirement set forth in Section 3 above, and the required quorum at any such subsequent meeting of the members shall be one-half ( $\frac{1}{2}$ ) of the quorum required at the previous meeting which was cancelled. No such subsequent meeting of the members shall be held more than forty-five (45) days following the preceding meeting.

#### Section 6: Proxies

At any meeting of the members, a member entitled to vote may vote either in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact. No proxy shall be valid after one (1) month from the date of execution. The proxy shall contain the name of the voting member, the address of the voting member, the date of execution, the name of the designated proxy, the address of the designated proxy, the term of the proxy and the specific matter that the designated proxy is entitled to exercise the principal's vote. Proxies must be filed with The Association's Secretary prior to the beginning of the meeting at which a vote is taken.

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**Section 7: Manner of Acting**

Except as set forth below and except as otherwise required by the Declaration, any action to be taken at any meeting of the members at which a quorum is present shall be effective upon the affirmative vote of more than one-half (½) of the members represented at such meeting.

**Section 8: Order of Business**

The order of business at all meetings of the members shall be as follows:

- (a) Roll Call or Members sign in.
- (b) Reading and/or approval of minutes of preceding meeting.
- (c) Reports of officers.
- (d) Reports of committees.
- (e) Old business.
- (f) New business.

**Section 9: Meeting Conduct**

In the event of a dispute about the manner in which a meeting of the Association members is being conducted, "Robert's Rules of Order" shall be utilized. If no objection to the lack of use of "Robert's Rules of Order" is raised during the meeting, any subsequent objection concerning the conduct of the meeting is waived.

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## ARTICLE III

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### BOARD OF DIRECTORS: SELECTION & TERM OF OFFICE

**Section 1: Number**

The affairs of The Association shall be managed by a Board of at least three (3) directors, who must be members in good standing of The Association.

**Section 2: Term of Office**

At the 2004-2005 annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. The person who receives the most votes will be elected for the three (3) year term, the person who receives the second amount of votes for a two (2) year term and third person for an one (1) year term. For each annual meeting thereafter, the members shall elect one (1) director for a term of three (3) years.

**Section 3: Nomination**

Nomination for election to the Board of directors shall be made in writing to the Board or Election Committee Official. Only Members in good standing (See Article II, section 4) of the Association may be nominated for office. Nominations need not be seconded. No two (2) Association members occupying the same household shall be nominated or placed on the ballot for any elected office within The Association.

**Section 4: Elections**

Election to the Board of Directors shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, one vote per Lot with no partial votes. The persons receiving the largest number of votes shall be elected. In the case of a tie vote of the persons receiving the largest number of votes, the members shall vote on the tied nominees until the election is determined. A member of the Association is a Lot owner listed on the Property Deed. Lot owners will be notified of the results by a hand delivered notice or by regular mail.

**Section 5: Removal**

Any director may be removed from the Board, with or without cause, by a 2/3 vote of the members of the Association present at a special meeting called for the purpose of removal. In the event of death, resignation or removal by a director, his successor shall be selected by the remaining members of the Board and shall serve until the next election. This person may choose to seek this position for a full term in following election.

**Section 6: Compensation**

No director shall receive compensation, gifts or favors in any form for any service he may render to The Association or by virtue of his being a director. No director shall use his position as director to obtain or receive any type of compensation, services, materials, or free or reduced rates for service or materials for personal gain. The Board may accept on behalf of The Association any contributions, gifts, bequest or devises for the general or special purposes of The Association. However, any director may be reimbursed for his actual expenses incurred in the performance of a director's duties.

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### **Section 7: Action Taken Without A Meeting**

The Association Directors shall have the right to take any action, except action requiring the vote of the members, in the absence of a meeting which they could take at a regular meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a regular meeting of the directors and shall be reported and ratified at the next regular meeting of The Board of Directors. The Association Directors shall operate the business of the Association. The Board shall have the right to spend up to \$1000.00 cumulative on any expense or legal matter without the vote of its members.

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## **ARTICLE IV**

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### **THE ARCHITECTURAL REVIEW COMMITTEE: SELECTION & TERM OF OFFICE**

#### **Section 1: Number**

The Architectural Review Committee (herein referred to as "ARC") shall be managed by a Committee of three (3) elected representatives, who must be members in good standing of The Association.

#### **Section 2: Term of Office**

At the 2004-2005 annual meeting, the members shall elect one (1) representative for a term of one (1) year, one (1) representative for a term of two (2) years and one (1) representative for a term of three (3) years. The person who receives the most votes will be elected for the three (3) year term, the person who receives the second amount of votes for a two (2) year term and third person for an one (1) year term. For each annual meeting thereafter, the members shall elect one (1) representative for a term of three (3) years.

#### **Section 3: Nomination**

Nomination for election to the ARC shall be made in writing to the Board or Election Committee Official. Only Members in good standing of the Association may be nominated. Nominations need not be seconded. No two (2) Association members occupying the same household shall be nominated or placed on the ballot for any elected office within The Association.

### **Section 4: Election**

Election to the ARC shall be by written ballot. At such election the members or their proxies may cast, in respect to each vacancy, one vote per Lot with no partial votes. The persons receiving the largest amount of votes shall be elected. In the case of a tie vote of the persons receiving the largest number of votes, the members shall vote on the tied nominees until the election is determined. A member of the Association is a Lot owner listed on the Property Deed. Lot owners will be notified by a hand delivered letter or regular mail.

### **Section 5: Removal**

Any officer may be removed from the ARC, with or without cause, by a  $\frac{2}{3}$  vote of the members of the Association present at a special meeting called for the purpose of removal. In the event of death, resignation or removal of an officer, his successor shall be selected by the remaining members of the ARC and shall serve until the next election. This person may choose to seek this position for a full term in following election.

### **Section 6: Compensation**

No member of the ARC shall receive compensation, gifts or favors in any form for any service he may render to the Association or by virtue of his being an officer of the ARC. No member of the ARC shall use his position as a member to obtain or receive any type of compensation, services, materials, or free or reduced rates for service or materials for personal gain. The ARC may accept on behalf of the ARC any contributions, gifts, bequest or devises for the general or special purposes of the ARC. However, any member may be reimbursed for his actual expenses incurred in the performance of a member of the ARC's duties.

### **Section 7: Action Taken Without A Meeting**

The ARC Committee Members shall have the right to take any action, except action requiring the vote of the members, in the absence of a meeting which they could take at a regular meeting by obtaining the written approval of all the members of the ARC. Any action so approved shall have the same effect as though taken at a regular meeting of the members of the ARC and shall be reported and ratified at the next regular meeting of the ARC members. At no time is the ARC to have any spending privileges and are required to get all approvals to spend the monies of the Association from the Maintenance - Board of Directors.

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## ARTICLE V

### MEETINGS OF THE BOARD OF DIRECTORS

#### Section 1: Regular Meetings

Regular meetings of the Board of Directors may be held on such dates and at such place and hour as may be fixed by the Board. Meetings shall be held at least once every quarter.

#### Section 2: Special Meetings

Special meetings of the Board of Directors may be called by or at the request of the President or any directors. All members of the Association, in good standing, may request for a special meeting of the Board. The request must be in writing stating the nature of the request for the meeting.

#### Section 3: Notice of Meetings

Notice of regular and special meetings of the Board of Directors shall be mailed or hand delivered to members of the Board at least ten (10) days prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened.

#### Section 4: Open Meetings.

All meetings of the Board of Directors, whether regular or special, shall be open to the members of the Association, except for meetings, or portions thereof;

- (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court of administrative tribunal, or when the Board finds that such action is probable or imminent;
- (b) to consider information regarding employment, or dismissal of an employee; or
- (c) to determine violations of the Declaration, these By-Laws or the rules and regulations of the Association or a member's unpaid share of common expenses.

#### Section 5: Quorum

A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

#### Section 6: Order of Business

The order of business at all meetings of the Board of Directors shall be as follows:

- (a) Roll Call of Directors
- (b) Reading of minutes of preceding meeting.
- (c) Reports of officers.
- (d) Reports of committees.
- (e) Old business.
- (f) New business.

#### Section 7: Working Sessions of the Directors

Two or more directors may meet to administer the affairs of the Association in working sessions providing all directors are notified of the working sessions. Working sessions do not constitute regular or special meetings of the Board and, thus, require no notice to members and may or may not be open to members. No formal actions may be taken at working sessions.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

#### Section 1: Powers

The Board of Directors shall have the powers and duties necessary for the administration of things as are not by law or by the Declaration or by these By-Laws directed to be exercised and done by the owners. The Board of Directors shall also have the power to:

- (a) Exercise for The Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (b) Remove a member from the Board of Directors and declare the position vacant in the event such Director shall be absent without good cause from three (3) consecutive regular meetings of the Board of Directors; this provision is in addition to the right of removal set forth in Article III, Section 5 herein;
- (c) Enforce the Declaration of Covenants, Conditions and Restrictions, these By-Laws and rules and regulations of The Association; such enforcement may include the power to commence litigation, including

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but not limited to, seeking injunctive relief, foreclosing a lien duly levied against a Lot owner, or bringing an action of law against owners delinquent in assessment or fine payments; the Lot owners shall be responsible for reasonable attorneys fees and costs incurred by The Association;

- (d) Enforce collection of assessments through other means provided or permitted by law from time to time;
- (e) Appoint committees to assist or advise the Board in Association matters;

## Section 2: Duties

It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by at least one-third ( $\frac{1}{3}$ ) of the members who are entitled to vote (for example, at least one-third ( $\frac{1}{3}$ ) of thirty (30) members is ten (10) members);
- (b) Procure an annual audit of The Association financial records;
- (c) Supervise agents and employees of this Association, and to see that their duties are properly performed;
- (d) Procure and implement all contracts of The Association, and to see that the contracts are properly performed;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by The Association;
- (f) Prepare an annual budget which includes expected operating expenses and a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements;
- (g) Fix the amount and due dates of the annual assessment against each parcel at least sixty (60) days in advance of each annual assessment period; failure to fix the amount and dates at the prescribed time does not negate the validity of subsequently adopted amounts and due dates;
- (h) Hold The Association meetings within the limits of the City of Frankfort;
- (i) Respond or investigate a members' request regarding the approval of architectural, landscaping and other required actions; This response will involve the Board contacting the ARC to discuss the members' issue and contacting the member after said discussion and relaying the findings and mediate if necessary;

- (j) Enforce the Declaration of Covenants, Conditions and Restrictions, these By-Laws and rules and regulations of the Association; such enforcement may include the power to commence litigation, including but not limited to, seeking injunctive relief, foreclosing a lien duly levied against a Lot, or bringing an action of law against owners delinquent in assessment or fine payments; the Lot owner shall be responsible for reasonable attorney fees and costs incurred by The Association;
- (k) To procure a checking a savings account and maintain records and pay bills incurred by the Association;
- (l) File yearly corporate papers and non-for-profit organizations papers and all other government required paperwork.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

#### Section 1: Enumeration of Offices

The officers of the Association shall be a president, vice-president, treasurer, and secretary who shall at all times be members of the Board of Directors. When there are only three (3) Board Members, the offices of vice-president and treasurer shall be combined.

#### Section 2: Term.

An officer of The Association shall hold office for three (3) years unless the officer resigns sooner, is removed, or is otherwise disqualified to serve. An officer may be re-elected to the same or different office during the election of officers. The term of office shall commence on the first business day of the month following the election.

#### Section 3: Special Appointments

The Board may appoint such committee members as the affairs of The Association may require, each of whom shall serve for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

#### Section 4: Resignation and Removal

Any officer may be removed from office with or without cause by the recommendation of the Board and  $\frac{2}{3}$  vote of the members. Any officer may resign at any time giving written notice to the Board, the president or the secretary.

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Such resignation shall take effect on the date of receipt of such notice or any later time specified therein.

#### **Section 5: Vacancies**

A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces until the September vote during the election.

#### **Section 6: Multiple Offices**

The offices of vice-president and treasurer will be held by the same person.

#### **Section 7: Duties**

The duties of the officers are as follows:

**President** – The President shall preside at all the meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall act as the primary liaison with the Association's attorney; and shall perform such other duties as may be required by the Board.

**Vice-President** – The Vice-President shall act in the place of the president in the event of his/her absence, inability or refusal to act, and shall perform such other duties as may be required by the Board. This act shall only take place with the boards' approval. The Vice President will also be the primary liaison between the Board of Directors and the ARC.

**Secretary** – The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary shall act in the place of the Vice President in the event of his/her absence, inability or refusal to act, and shall perform such other duties as may be required by the board.

**Treasurer** – The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; sign all checks and promissory notes of the Association; keep proper books of account; at the specific direction of the Board, cause an annual audit of the Association books to be made by a public account-

tant; prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting and deliver a copy of each of the members, and shall perform such other duties as required by the Board. The treasurer shall also act as the Vice President.

#### **Section 9: Check Authorization**

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of The Association, shall be approved by two (2) officers.

## ARTICLE VIII

### OBLIGATIONS OF THE OWNERS

#### **Section 1: Assessments**

All owners are obligated to pay annual or monthly assessments, special assessments for capital improvements, together with accrued interest and collection fees, imposed by the Association to meet all development communal expenses, which may include a liability insurance policy premium and an insurance premium for a policy to cover repair and reconstruction work in case of natural disaster or other hazard. The assessments shall be fixed at a uniform rate for all parcels regardless of their size and shall be collected on a monthly basis or such other basis as set forth by the Board of Directors. Such assessments may include monthly payments to a General Operating Reserve and a Reserve Fund for Replacements.

#### **Section 2: Pets**

No pets shall be permitted to travel or run at large on Association properties unless such pet is restrained by a leash. Pet owners must also promptly remove their pet's defecation which is upon Association and homeowners properties. Pets and pet owners shall be subject to rules and regulations adopted from time to time by the Board and by ordinances of the Village of Frankfort.

#### **Section 3: Board Approval Procedures**

To request any Board approval for any matter, submit in writing to the Association Secretary or other officer a dated request with the following:

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- (a) name(s) and address of the member(s) requesting the approval
- (b) specifics of the request
- (c) information which supports the request
- (d) any need for an urgent response from the Board

#### **Section 4: General Obligations**

In addition to abiding by the laws of the land, the rules and regulations set forth in the Declaration of Covenants, Conditions and Restrictions and these By-Laws, members, members' agents, servants, lessees, family members, invitees and guests are further obligated to:

- (a) avoid activities and conduct which could increase risk to the health, safety and welfare of members or Association properties;
- (b) avoid activities and conduct which could increase the maintenance costs of Association properties;
- (c) avoid architectural or landscaping modifications which could negatively affect the development in its entirety or in part belonging to other owners.

#### **Section 5: Effects of Non-Payment**

Any assessments, fines or penalties which are not paid when due shall be delinquent. In the event an owner fails to comply with the terms of the Illinois Homeowners Property Act, the Declaration, By-Laws or Rules and Regulations or in the event an owner fails to pay assessments, special assessments, late fees, fines or other charges within sixty (60) days of the amounts being due, the Association will refer the collection thereof, to our attorney. All costs of collection incurred by the Association will be the responsibility of the Lot owner. Such costs may include, but are not limited to, attorney's fees incurred in the preparation and recording of a lien, in performing tract searches, correspondence from the attorney, preparation of sixty (60) day notices and the cost of mailing same by certified mail, preparation and following through with lawsuits, and all other attorney's time and costs related to such collection. In the event an owner fails to comply with the terms of the Illinois Homeowners Property Act, the Declaration, By-Laws and Rules and Regulations, the enforcement of same will be referred to our attorney. All costs of enforcement incurred by the Association will be the responsibility of the home owner. Such costs may include, but are not limited to, attorney's fees relating to attendance at meetings, attendance at violation hearings, correspondence, research, communication, liens, litigation or any other attorney's time and costs relating to such enforcement.

#### **Section 6: Current Address of Lot Owner**

It is a Lot owner's responsibility to notify the Association Secretary in writing regarding a change of the owner's mailing address. Said notification should be made within thirty (30) days of a change of address.

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## **ARTICLE IX**

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### **BOOKS AND RECORDS**

The books, records and papers of The Association shall at all times, during reasonable hours and with reasonable notice, be subject to inspection to any member. The Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member of The Association during reasonable hours and with reasonable notice and copies may be purchased at reasonable costs.

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## **ARTICLE X**

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### **FISCAL YEAR**

The fiscal year of the Association shall begin on the first day of January and end on the last day of December.

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## **ARTICLE XI**

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### **INDEMNIFICATION OF OFFICERS AND DIRECTORS**

The Association shall indemnify every person who may serve or who may have served at any time as a director, officer or employee of the Association, his heirs, administrators, liabilities, including amounts paid upon judgments, counsel fees and amounts paid in settlement (both before or after suit is commenced), reasonably incurred by such person in connection with the defense or settlement of any claim, action, suit or proceeding, whether civil, criminal, administrative or otherwise in which he is made a party, or which may be asserted against him, by reason of being or having been a director, officer or employee of the Association, except in such cases wherein said person shall be adjudged in any action, suit or proceeding to be guilty of willful misfeasance, willful malfeasance or will-

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ful nonfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or employee may be entitled.

## ARTICLE XII

### GENERAL PROVISIONS

#### Section 1: Amending the By-Laws

These By-Laws shall run with and bind the land, and shall ensure to the benefit of and be enforceable by the Association, or the owner of any parcel subject to the Declaration, his or their respective legal representative, heirs, successors and assigns, for a term of 2 years or concurrent with the amending power given to the current Board to enact changes that are properly approved, documented and recorded according to the law.

#### Section 2: Severability

Invalidation of any one (1) of these By-Laws Articles or Sections by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

#### Section 3: Conflicts

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration of Covenants, Conditions and Restrictions and these By-Laws, the Declaration shall control.

#### Section 4: Notices

Any notices pertaining to a general meeting or general notices are required to be sent to any member or owner under the provisions of these By-Laws shall be deemed to have been properly sent when mailed, post-paid or hand delivered to the last known address of the person who appears as member or owner on the records of the Association at the time of such mailing.

#### Section 5: Enforcement

The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions and regulations now or hereafter imposed by the provisions of these By-Laws.

Failure of the Association or by any owner to enforce any covenant, condition, restriction and regulation herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### Section 6: Attorney's Fees

The owner of the Lot shall be responsible for the attorney's fees and cost incurred by the Association for the enforcement of the Declaration, these By-Laws, and rules and regulations of the Association, as well as for the collection of delinquent assessments.

#### Section 7: Rules Regarding Contact with Contractors, Vendors, Attorneys, Accountants or Others

Because authority has been vested in the Board of Directors, and to eliminate the possibility of misunderstanding or litigation and unnecessary cost, members of the Association are not authorized to contact or communicate directly with any contractors or vendors for the Association or their employees, except for the Board. Members are not authorized to contact or communicate with the Association attorney, accountant or other professionals except where asked to respond or on behalf of the Association and then only as directed by the Board. Any costs or expenses incurred by the Association as a result of any such contact shall be charged to the Owner and will be added to and become a part of his assessments and shall be payable in the same manner as all other expenses.

#### Section 8: Special Amendment

The Board reserves the right and power to record a special amendment to these By-Laws at any time and from time to time which amends these By-Laws;

- (a) to correct clerical or typographical errors in these By-Laws or any amendment or supplement thereto;
- (b) to bring these By-Laws into compliance with the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, and any laws, codes or ordinances; or,
- (c) to reflect an amendment duly passed by the Association in accordance with the terms hereof.

### ADOPTED

The foregoing By-Laws of the Association have been duly approved and adopted by action of the Association Board of Directors at its regular meeting of

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**AUTUMN FIELDS  
HOMEOWNERS  
COMMON AREAS MAINTENANCE  
ASSOCIATION**

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