

**BY-LAWS**  
**of**  
**WHISPER MEADOW HOMEOWNERS ASSOCIATION, INC.**

(Amended and Updated as of 1/1/2025)

**ARTICLE I**

**Name and Location**

The name of the corporation is WHISPER MEADOWS HOMEOWNERS ASSOCIATION, hereinafter referred to as the “Association” or “Whisper Meadows” or “Whisper Meadow”. The principal office of the corporation shall be located at the residential address of the President of the Association, but meetings of Members and Directors may be held at other locations within Whisper Meadows or a location deemed appropriate by the board.

**ARTICLE II**

**Definitions**

Section 1 — “Association” shall mean and refer to WHISPER MEADOWS HOMEOWNERS ASSOCIATION, its successors and assignees.

Section 2 — “Properties” shall mean and refer to that certain real property described in the Covenants, and any amendments thereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3 — “Commons Area” shall mean all real property, ponds, together with any buildings or other improvements thereon or thereto owned, maintained, or under the jurisdiction of the Association for the common use and enjoyment of the Owners and others as designated herein.

Section 4 — “Lot” shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Commons Area.

Section 5 — “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6 — “Member” shall mean and refer to those persons entitled to membership as provided in the Covenants, and as clarified in these By-Laws. Other membership classifications are designated and defined in these By-Laws, Article V.

Section 7 — “Covenants” shall mean and refer to the restrictive covenants listed in either the “Whisper Meadow First Subdivision Owners Certificate, Restrictive Covenants and School District Statement”, or “Whisper Meadow Second Subdivision Owners Certificate, Restrictive Covenants and School District Statement”. In the case of any difference between the two documents, rules shall apply to Properties in areas covered by and described in each specific document.

### **ARTICLE III**

#### **Registration**

The corporation shall have and continuously maintain in the State of Illinois a registered office and registered agent, whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

### **ARTICLE IV**

#### **Purposes**

The corporation is organized pursuant to the provisions of the Articles of Incorporation of WHISPER MEADOWS HOMEOWNERS ASSOCIATION as recorded in the Office of the County Recorder, Champaign County, Illinois, affecting all the property in WHISPER MEADOW subdivision as platted and recorded in Champaign County, Illinois.

The purposes of the corporation are stated in the Articles of Incorporation, are civic in nature, and include:

To ensure high standards of maintenance and operation of all property in WHISPER MEADOW subdivision platted and recorded in Champaign County, Illinois, reserved or dedicated for the common use of all residents and owners of property therein and to ensure the provision of services and facilities of common benefit and in general to maintain and promote the desired character of WHISPER MEADOW;

To receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the foregoing general purposes;

To receive any gift, bequest or devise of any such property for any purpose specified by

the donor or testator within any of the foregoing general purposes; provided, however, that no part of the net earnings of the corporation shall inure to the benefit of any Member, member of the Board of Directors, Officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to, by, or for the corporation affecting one or more of its purposes), and no Member, member of the Board of Directors, Officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporation's assets on dissolution of the corporation, and that no part of the activities of the corporation shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in or intervening in (including the publication or distribution or statements) any political campaign on behalf of any candidate for public office, and that no part of the net earnings or other assets of the corporation shall be contributed to any organization which does not conform to the requirements set forth in this paragraph. The corporation also has such powers as are now or may hereafter be granted by the General Not For Profit Corporation Act of the State of Illinois.

## **ARTICLE V**

### **Members**

Section 1: Classes of Members — The corporation shall have two (2) classes of members: Members and Special Members.

Section 2: Members — Each Owner shall, by reason of ownership, become a Member of the Association, subject to the definitions and classifications specified in this section. Each Owner and occupant of that residence shall, by reason of that occupancy, become Members of the Association.

There shall be one Voting Member for each "Residential Lot" regardless of the number of persons who may have ownership or occupancy of such lot. The Voting Member shall be designated in writing by multiple owners of a lot at the request of the Board.

Section 3: Special Members — Every person who is a lessee of and who occupies a Lot within WHISPER MEADOW owned by a Member shall be Special Members and shall be entitled to all privileges of Regular Membership, except that Special Members shall not be entitled to vote.

Section 4: Regular Membership Privileges — Members and Special Members, shall have a license to use the Commons Area subject to the provisions of the Covenants and subject to such other rules and conditions as may be established by the Board from time to time.

Section 5: Termination of Membership — Membership shall be terminated whenever a Member ceases to be a record owner or beneficial owner in fee simple of a Lot in WHISPER MEADOW.

Upon termination of membership for any reason, all membership privileges shall cease, but such termination shall not in any manner release the right or lien of the corporation for assessments against the property of the person whose membership is terminated or any other claims or rights whatsoever which the corporation may have against such person at the time membership is terminated.

Section 6: Transfer of Membership — Membership in this corporation is not transferable or assignable to persons outside of WHISPER MEADOW subdivision.

## **ARTICLE VI**

### **Meeting of Members**

Section 1: Annual Meeting — The Annual Meeting will be held each year during the month of October or at a time deemed appropriate by the Board.

The following items shall be included with the Annual Meeting Notice:

- (a) Meeting agenda and detail of items to be voted on;
- (b) Prior year's Operating Results;
- (c) Proposed budget for current year

Section 2: Special Meetings — Special Meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of one-third of Voting Members.

Section 3: Notice of Meetings — Notice of meetings of the members and the Board shall be given by a Prescribed Delivery Method. A "Prescribed Delivery Method" means mailing, emailing, delivering, posting on the Association Website, electronic transmission or any other delivery method that is set forth in these By Laws or other organizational documents of the Association. "Electronic transmission" means any form of communication by acceptable technological means not directly involving the physical transmission of paper that creates a record that may be retained. "Acceptable technological means" includes, without limitation electronic transmission over the Internet or other network by telecopier or electronic mail and any other generally available technology approved by the Board. Notice of each meeting of Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by a Prescribed Delivery Method, at least seven (7) days before such meeting to each

Member. 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.

Section 4: Quorum — At a regular or special meeting of Members, for any action requiring such, quorum shall consist of at least 10% of total Voting Members present at the meeting, either in person or by electronic means (telephonic, video, or any other such commonly accepted virtual meeting format). Each voting Member in attendance shall sign or be noted in a Quorum Register to be kept with the minutes of the meeting; the existence or nonexistence of a quorum shall be announced at the beginning of the meeting. If a quorum is not established, the Members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, until a quorum can be established. In the event that quorum is not established, results of electronic voting on an issue shall be counted and applied to the next meeting and vote that achieves quorum requirements.

Section 5 Proxies — There shall be no proxy voting.

Section 6 Voting — Voting may be by voice, paper ballot, or by electronic transmission (as defined in Section 3 of this Article VI), at a meeting or at the boards discretion by electronic means for a period of up to 7 days before a meeting via a method acceptable to the board. Any electronic voting prior to a meeting shall be tallied along with in-person or votes by other electronic means of communication as described in Section 4 of this Article VI to determine vote outcome. Voting prior to a meeting via electronic means shall not be counted towards quorum requirements.

Section 7: Qualifications to Vote — To be eligible to vote, the member owner of each lot must keep current their account of Association assessments and fees for said lot. Any fee or assessment not paid within thirty (30) days of its due date will nullify the right to vote at any election occurring during a time when the fee or assessment remains past due. The Secretary of the Association shall notify the delinquent lot owner(s) of suspension of their voting rights by electronic mail at least ten (10) days prior to a scheduled meeting. It will be the responsibility of the owner member to make known to the Association Secretary a valid electronic mail address for its database.

Section 8: Passage — Passage of any measure, except for amendments to these Bylaws, shall require a simple majority of the eligible voting members.

## **ARTICLE VII**

### **Board of Directors, Selection, and Term of Office**

Section 1: Number — The affairs of this Association shall be managed by a Board with a

minimum of three (3) Directors, who must be Members of the Association. The size of the Board may be, at the discretion of the existing Board and by unanimous vote, changed to an odd number of directors not to exceed nine (9). The initial board size shall be five (5).

Section 2: Term of Office — Directors shall be elected for two-year staggered terms. The first board shall serve for a period of two years, followed by a staggering of two-year terms starting in year 3 and thereafter to be determined by the Board.

Section 3: Removal — Any Director may be removed from the Board, by a majority vote of the Voting Members of the Association. In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the remainder of the unexpired term of said previous Director.

Section 4: Compensation — Directors shall not receive compensation for any service rendered to the Association. However, Directors may be reimbursed actual expenses incurred in the performance of their duties, provided that nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefore.

Section 5: Action Taken Without a Meeting — The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of the majority of Directors in such a manner as is determined by the Board from time to time. Any action so approved shall have the same effect as through taken at a meeting of the Directors.

## **ARTICLE VIII**

### **Nomination and Election of Board of Directors**

Section 1: Nomination for the election to the Board of Directors shall be made at least 30 days before the annual meeting by current Members, by Directors, or through self-nomination.

Section 2: Election to the Board of Directors shall take place by vote at the Annual Meeting or by other means of voting as determined by the Board. The President and the Treasurer shall be elected in even years. The Vice-President, Secretary, and member at large shall be elected in odd number years. The first election shall begin in 2026.

## **ARTICLE IX**

### **Meeting of Board of Directors**

Section 1: Regular Meetings — Regular meetings of the Board of Directors shall be held at least twice a year - including a planning meeting to be held soon after the Annual Meeting and a budget meeting to be held after the close of the fiscal year.

Section 2: Special Meetings — Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two Directors, after not less than seven (7) days' notice to each Director.

Section 3: 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. Attendance may include voice, or other electronic means as determined by the Board from time to time.

Section 4: Public Comment — Pursuant to the Illinois Open Meetings Act, members of the Association are welcome to speak at meetings of the Board of Directors for the purpose of addressing the Board of Directors with concerns or comments pursuant to the following rules:

(a) Speakers are to address the Board clearly stating the speaker's name, and, the speaker's address, before commenting.

(b) Each person desiring to speak shall be allowed a single period of comment, which may be limited to 5 minutes per speaker. This limit may be extended by the Board at their discretion.

(c) A maximum of thirty (30) minutes of public comment will be accepted at each meeting; however, the Board may extend the comment period, at its discretion.

(d) All public comment shall be addressed to the Board as a whole. No comments may be addressed to individual members of the Board, their representatives, or other members of the public.

(f) There shall be no debate on any issue raised during public comment. Cross-examination of speakers shall not be allowed.

(g) Should a speaker wish to tender documents for purposes of adding to comments made orally, such documents must be tendered to the Association Secretary and shall become part of the record of the meeting at which comment was made.

(h) All members of the public addressing the Board shall, at all times, maintain proper decorum, which includes the following. No person shall speak until recognized for such purpose by the President. All persons wishing to address the Board shall do so after being recognized. Statements shall not be made from the audience. All comments shall be courteous and respectful to the Board, other members of the Association, and other

members of the audience. Statements made shall not impugn motives, be contentious, slanderous or boisterous. No obscene or insulting statements shall be allowed. Threats or personal attacks on any member of the Board or the Association, or the public are prohibited.

(i) Any person ruled out of order by the President shall immediately stop speaking and shall abide by the President's direction. Should comment in violation of these rules persist, the speaker may be removed from the room

## **ARTICLE X**

### **Powers and Duties of Board of Directors**

Section 1: Powers — The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Commons Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association.

(c) 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 Covenants;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors at the discretion of the Board.

(e) Employ a manager, or independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) Designate a banking institution or institutions as depository for the Association's funds; and the officer or officers and agents authorized to make withdrawals therefrom and to execute obligations on behalf of the Association;

(g) Perform other acts the authority for which has been granted herein by law.

## **ARTICLE XI**

### **Officers and Their Duties**



Section 1: Enumeration of Offices — The officers of this Association shall be a President, Vice-President, Secretary, and Treasurer, who shall at all times be members of the Board of Directors. There may also be a Board Member(s) at Large.

Section 2: Term — The officers of this Association shall be elected by the Members at the Annual meeting and each shall hold office for two (2) years unless said officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 3: Resignation — Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4: Vacancies — A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the unexpired term of the Director being replaced.

Section 5: Duties — The duties of the Officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all promissory notes, and shall perform such other duties as required by the Board.

(b) Vice-President: The Vice-President shall act in the place of the President in the event of the President's absence, inability, or refusal to act. The Vice-President shall have the responsibility of giving new Members a link to a copy of the current Covenants and By-Laws and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary: The Secretary shall record the notes 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; and keep appropriate current records showing the Members of the Association together with their email addresses, and shall perform such other duties as required by the Board.

(d) 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; shall sign all checks and promissory notes for the Association; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership for approval at its regular Annual

Meeting. Copies to be emailed to Members seven (7) days prior to the Annual Meeting and shall perform such other duties as required by the Board.

## **ARTICLE XII**

### **Committees and Managers**

Section 1: The Board may appoint Members to various committees and managerial positions. The committees and managerial positions may include, but are not limited to: Architectural Control Committee. The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose, and shall have the power to remove any committee member or disband any committee by a majority vote.

Section 2: Architectural Control Committee —

- (a) Plans may be submitted by electronic means, and if so submitted shall satisfy the requirement of triplicate copies as noted in the covenants.
- (b) All plans and projects completed prior to the adoption of these bylaws shall be deemed to have the approval of the Architectural Control Committee excluding projects ongoing at the time of adoption that have not yet been approved.
- (c) The Architectural Control Committee permanent record as referenced in the covenants may be satisfied by an electronic record held by the Board.
- (d) In the event of the death or resignation of a member of the Architectural Control Committee, the two remaining members shall have authority to designate a successor. However, if after a period of 15 days from a member's death or resignation, the remaining members are deadlocked in selecting or electing a replacement member, or are unwilling to vote on a replacement member, the Board shall have the right to dismiss the existing committee members and appoint new members who may or may not include the dismissed members.
- (e) In the event of the death or resignation of two or more members of the Architectural Control Committee, the Board shall have the authority to dismiss any remaining member(s) by a majority vote and appoint new members to the committee.
- (f) In the event that a member of the Architectural Control Committee refuses to participate in the normal duties of the committee or is otherwise deemed unacceptable by the Board, the Board may dismiss that member by a majority vote.
- (g) The Architectural Control Committee shall have no enforcement authority beyond

those explicitly listed in the Covenants. Enforcement of any aspect of the Covenants not specifically granted to the Architectural Control Committee is reserved for the Board at its discretion.

- (h) The Architectural Control Committee is not granted any authority to inspect existing properties beyond the scope of any submission of new plans. Additionally their authority shall be limited to issues presented in the submitted plans or as a direct result of those plans.
- (i) Architectural Control Committee members shall individually advise interested parties or members of Association rules and regulations only through offering of printed or electronic copies of the restrictive covenants or these by-laws or other rules or regulations as shall be passed by the Board. Answers to specific questions submitted to the Architectural Control Committee shall be offered after consultation with the other members of the Architectural Control Committee and if they are in disagreement, after a two thirds majority vote of the committee.
- (j) The Architectural Control Committee shall have no powers beyond review, approval, or rejection of submitted plans as required in the Covenants before and during construction. The Architectural Control Committee shall have no powers related to inspection or enforcement of any rules or regulations present in the Covenants, these By-Laws, or created by the Board other than as related to review, approval, or rejection of plans submitted and awaiting construction or under construction. Should any enforcement action be required as a result of builders or contractors or homeowners deviating from any accepted plans, the Architectural Control Committee shall inform the contractor, builder, or homeowner and the Board of such deviation. Enforcement authority and actions as related to any deviation shall rest solely with the Board at their discretion.
- (k) Upon completion of any plan for a project submitted and approved by the Architectural Control Committee, the Committee's powers and authority over said project and property shall end. The Architectural Control Committee shall have no authority over any property in the Association other than as related to specifically submitted plans for any new project as required by the Covenants. The powers of the Architectural Control Committee are limited strictly to approval of submitted plans or rejection of submitted plans with explanation to the submitter for reasons the plan was rejected.

### **ARTICLE XIII**

#### **Property, Contracts, Checks, Deposits, and Gifts**

Section 1: Property — Title to all Association property shall be held in the name of the corporation, and membership in the Association shall not give any Member any interest in the property of the corporation. Any conveyance of property shall be made in the name of the corporation by the President and attested by the Secretary, or in the absence of these officers by those delegated by the board to perform their duties or as elsewhere provided in these By- Laws.

Section 2: Deposits — All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 3: Gifts — The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest, or device for the general purposes or for any special purpose of the corporation.

#### **ARTICLE XIV**

##### **Books and Records**

The Articles of Incorporation, the Covenants, the By-Laws, and other books, records, and papers of the Association shall, upon reasonable notice, (not less than 30 days) be accessible by any Member upon written request of the Secretary of the Association.

#### **ARTICLE XV**

##### **Waiver of Notice**

Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provision of the Articles of Incorporation, the Covenants, or the By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

#### **ARTICLE XVI**

##### **Assessments**

As more fully provided in the Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuous lien upon the property against which the assessment is made. For any assessments that are not paid within thirty (30) days of the due date, a fine of not more than 25% of the annual dues total may be levied monthly. After a minimum of six (6) months of non-payment by a

Member, and at the discretion of the board, a lien may be placed against the delinquent Owner, with the Owner bearing the financial responsibility for dues and penalties, costs and attorney's fees of any such action. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Commons Area or abandonment of their Lot.

Furthermore, the Board shall have all necessary authority and power to take such actions as are necessary to collect assessments including the hiring of legal counsel and institution of legal proceedings. All legal expenses accrued by the Association in connection with the collection of overdue annual and special assessments and other related fees shall be the responsibility of the owner of the delinquent account.

## **ARTICLE XVII**

### **Amendments**

Section 1 — These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Voting Members present in person or by electronic means at the discretion of the board provided that at least twenty one (21) days written notice is given of intention to alter, amend, or repeal or to adopt new By-Laws at such meeting.

Section 2 — 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 Covenants and these By-Laws, the Covenants shall control.

## **ARTICLE XVIII**

### **Fiscal Year**

The fiscal year of the Association shall begin on the 1st day of April and end on the 31<sup>st</sup> day of March every year.

## **ARTICLE XIX**

### **Clarifications**

In reference to the Covenants Section 13 subsection f, "Above Ground Swimming Pools" shall refer to permanently installed above ground swimming pools. Temporary pools, such as circular children's pools with a diameter less than or equal to 15 feet and a depth less than or equal to 4 feet or square or other shaped pools of similar capacity that are not permanently installed are excluded. Permanent installation refers to pools that are installed

and not intended to be removed or disassembled on an annual basis.

In reference to the Covenants Section 24 "Off-Street Parking" Regarding the prohibition on the outside parking of "trucks", "trucks" shall refer to large commercial trucks and not individual passenger pickup trucks, either commercial or private, if they are no larger than a Ford F350 or equivalent in other manufacturer lines.

**ARTICLE XX**  
**Savings Clause**

Should any part of this agreement or any provision(s) contained herein be determined to be illegal or invalid by a court or agency of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by a court or agency of competent jurisdiction pending a final determination as to its validity, such part or provision(s) shall not invalidate the remaining portions hereof and they shall remain in full force and effect.

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**CERTIFICATION**

IN WITNESS WHEREOF, We being all the directors of WHISPER MEADOWS HOMEOWNER ASSOCIATION, have hereunto set our hand this \_\_day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Ben Brodbeck - President

\_\_\_\_\_  
Darren McLaughlin – Vice President

\_\_\_\_\_  
Curtis Frazier - Treasurer

\_\_\_\_\_  
Melissa Elder - Secretary

\_\_\_\_\_  
Rose Neeb – Member At Large

**STATE OF ILLINOIS  
COUNTY OF CHAMPAIGN**

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared the above undersigned and they signed the Amended By-Laws as their own free act and deed.

**Notary Public**

My Commission Expires \_\_\_\_\_

(Corporate Seal)