



BYLAWS

LIBERTY PARK HOMEOWNERS ASSOCIATION

A NOT-FOR-PROFIT ORGANIZATION

Chartered by the State of Illinois
July 22, 1938

Revised
January 3, 2019

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TITLE

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BYLAWS

of

LIBERTY PARK HOMEOWNERS ASSOCIATION
A NOT-FOR-PROFIT ORGANIZATION

Chartered By the State of Illinois

July 22, 1938

Revised
September 4, 2008

ARTICLE I **NAME AND OBJECT**

Section 1 The name of this organization shall be
LIBERTY PARK HOMEOWNERS ASSOCIATION.

Section 2 The LIBERTY PARK HOMEOWNERS ASSOCIATION is
organized for the purpose of:

- a. Civic improvement
- b. Operating and maintaining the water
supply system.
- c. Building and maintaining the children's
playground, community and park property,
and any other enterprises for the
betterment of the community.
- d. Promoting public safety and child
welfare.
- e. Promoting social activity.

Section 3 The Association in its activities shall be nonpartisan, nonsectarian, and
shall take no part in or lend its influence to the election or appointment of
any candidate for federal, state, county, or township office.

Section 4 **SALE OR DISSOLUTION**
If at some time in the future the existing water system and any additions or
improvements thereto should be sold, the proceeds of such a sale shall be
retained by the Association and shall be employed only for the purpose of
maintaining and making improvements with respect to the common
elements and the property of the Association, and in no event shall such
proceeds be distributed on a pro-rata basis among the members of the
Association.

ARTICLE II MEMBERSHIP

- Section 1 The LIBERTY PARK HOMEOWNERS ASSOCIATION shall be composed of the following:
- a. Resident homeowners in the “original” LIBERTY PARK SUBDIVISION connected to the LIBERTY PARK HOMEOWNERS ASSOCIATION public water system living west of and including Washington Street are considered VOTING MEMBERS.
 - b. Resident homeowners in the “original” LIBERTY PARK SUBDIVISION on the LIBERTY PARK HOMEOWNERS ASSOCIATION public water system but not connected to, living west of and including Washington Street and resident homeowners in the FIRST ADDITION TO LIBERTY PARK with private wells living east of Washington Street, upon payment of fees to be set by the LPHOA Board of Directors, may participate in all civic and social activities, excluding those pertaining to the water system, and enjoy other benefits as set up by the Board of Directors, are considered NON-VOTING MEMBERS.
 - c. Apartment owners, dwellers, tenants of homes, as well as commercial establishments shall not constitute a membership in the LIBERTY PARK HOMEOWNERS ASSOCIATION.

ARTICLE III OFFICERS

Section 1 The elected officers shall consist of a President, Vice-President, Secretary, Treasurer, and three (3) Trustees.

Section 2 The elected officers shall constitute the Board of Directors, which shall also be known as the Water Board. The Water Board shall have jurisdiction over the water system, and shall handle all matters and problems relating to the water system. The President shall be chief executive officer of the Association and shall preside at all meetings. A quorum of the Board of Directors shall consist of five (5) officers.

Section 3 Any officer not attending nine (9) Board Meetings a year without giving the Secretary or President reasonable excuse is automatically dismissed.

Section 4 **DUTIES**

- a. **PRESIDENT:** The President is head of the LIBERTY PARK HOMEOWNERS ASSOCIATION and shall preside at all meetings of the Association. The President shall appoint chairpersons of various committees that he/she appoints and the President shall be a member of all committees. The President shall perform all duties incident to the office.

- b. **VICE-PRESIDENT:** The Vice-President shall act in the absence of the President and shall be the ASSOCIATION'S authorized Lien Officer. In the absence of the two officers named, the Senior Trustee shall act temporarily. All books, papers, and property of the Association held by outgoing officers will be secured by the Vice-President and delivered to the new officers. The records of the outgoing Vice-President shall be secured by the President and delivered to the new Vice-President.
- c. **SECRETARY:** It shall be the duty of the Secretary to conduct official correspondence, preserve all books, communications, and maintain an accurate record of the proceedings of the Association. As soon as possible after a meeting, the Secretary shall prepare the minutes and shall furnish a copy to all members of the Board of Directors and shall issue in the name of the President directive communication to any committees and members who are affected by actions taken by the Board of Directors and the membership. The Secretary shall provide the Membership Committee with copies of the bylaws and all addendums which will be available to the new members. It shall be the Secretary's duty to record attendance at each meeting before new business is discussed, and this record shall be part of the written proceedings of each meeting.
- d. **TREASURER:** The Treasurer shall receive and disburse the funds of the Association and at each meeting make reports. The Treasurer shall assess members or others for service and fees and shall be bonded with costs absorbed by the Association. Performance of the office shall be in accordance with the bylaws and rules and regulations book.
- e. **TRUSTEES:** The three Trustees shall have duties and titles based on their tenure in office. Principal overall responsibilities which cannot be changed are:
 - 1. To participate in the formation or policy decisions regarding all Association business.
 - 2. To enforce the bylaws.
 - 3. To assume the overall responsibility pertaining to the exterior system and to ascertain that it is returned to good working condition in the event of a breakdown or problem as speedily as possible.
- f. **SERGEANT-AT-ARMS:** The Sergeant-at-Arms will be appointed by the President.
 - 1. The Sergeant-at-Arms will greet members upon arrival, introduce those who are attending meetings for the first time, have everyone sign Attendance Record, and any other duties as designated by the Board of Directors.
- g. **WATER SAMPLER:** The Water Sampler will be appointed by the President.
 - 1. The Water Sampler will perform duties as designated by the Board of Directors.

QUALIFICATIONS

Those qualified as candidates for elective office in the Association are as follows:

- a. Resident homeowner in the “original” LIBERTY PARK SUBDIVISION connected to the LIBERTY PARK HOMEOWNERS ASSOCIATION public water system.
- b. A member for at least one (1) year.
- c. Must be in good standing.
- d. Shall have attended a minimum of four (4) meetings during the fiscal year.
- e. Shall have served on a minimum of one committee during the current fiscal year.
- f. Only one member of an immediate family living in the same household shall hold elective office.
- g. When necessary, the above can be waived by the majority vote at a Regular Meeting, with the exception of “a,” “c,” and “f.”

COMMITTEES

- a. Standing
 - 1. Membership
 - 2. Bylaws
 - 3. Auditing
 - 4. Bulletin
 - 5. Budget

The purpose of which would be to analyze, prepare, and present a budget of expenditures for the Association which expenditures would involve maintenance, improvements, printing, and any other expenses incurred by the Association.
 - 6. Steering

The purpose of which would be to oversee and direct any plans, projects, or efforts taken on by special committees and to assist in commencing the aforesaid plans, projects and efforts in a correct and expeditious manner; that, further, an additional purpose would be to formulate relevant objectives of the Association for the future year (s) when required.
- b. Special

It shall be the duty of the presiding officer to appoint special committees, which will be excused after submitting a final written report.

WATER SUPERINTENDENT: Contract

The position of Water Superintendent shall be contracted with a person fulfilling requirements according to Illinois Revised Statues, Chapter III ½, Paragraph 501-534, as approved in June 25, 1963, or as it may be amended in the future, for the Public Water Supply Operating

Certification Law, with the said contract signed by the applicant for the position and by the President of the LIBERTY PARK HOMEOWNERS ASSOCIATION and ratified by a majority vote of the Board of Directors. The contract shall be effective for a period of one (1) year, more or less, as decided by the Board and specifying the salary to be paid and outlining the duties as indicated below. The contract shall be renegotiated sixty (60) days prior to expiration.

DUTIES:

- a. Visit pumphouse eight to ten (8 to 10) times minimum per month, twice weekly, and will be held responsible for proper operation techniques used there, including special tests and samples.
- b. Train and supervise the training of any Trustee not fully experienced in the operation of the pumphouse, so that if they wish they would be qualified to take the test for Certificate "C" for water pump operator in the State of Illinois at such time as test are given.
- c. Issue written report each month to the Board of Directors and will keep them informed of any situation requiring attention or handling.
- d. Issue written report each month to the Illinois Environmental Agency as is now required or whatever time frame is required in the future.
- e. Assume the responsibility of overall supervision of the water system, ensuring safety and quality of the water and waterworks, and in the event of a default or problem in either the interior or exterior system shall issue a full report immediately to the President.
- f. Be responsible for specifying requirements for water tap-in as specified.
- g. Delegate as necessary to the Assistant Water Superintendents.
- h. Delegate all regular water sample testing to Water Sample Collector.
- i. The LIBERTY PARK HOMEOWNERS ASSOCIATION Board may amend the duties of the Water Superintendent without recourse to Special Meeting and will not constitute a bylaws change.

Section 8 ASSISTANT WATER SUPERINTENDENTS: Contract

The Assistant Water Superintendents shall be appointed by the President and approved by the Board of Directors majority vote. They will work with the Trustees in regard to the overall responsibility of the exterior system and with the Water Superintendent in regard to the interior system.

ARTICLE IV MEETINGS

Section 1 BOARD OF DIRECTORS, REGULAR, ANNUAL, SPECIAL

- a. The Board of Directors meeting will start at 7:00 PM on the first Thursday of every month unless otherwise designated by the President. A quorum shall consist of five officers present.

- b. The Regular Meeting will start at 7:30 PM on the first Thursday of every month unless otherwise specified and notified by the President prior to the meeting.
- c. The Annual Meeting will be the November Regular Meeting.
- d. A Special Meeting will be called by giving advance written notice in the LIBERTY PARK HOMEOWNERS ASSOCIATION Bulletin of no less than ten (10) days, when practical, prior to the date that such meeting is to take place and shall contain specific information as to the subject to be discussed. A special assessment recommended by the majority of the LIBERTY PARK HOMEOWNERS ASSOCIATION Board of Directors shall be read and voted upon at a Special Meeting.

Section 2 QUORUM

- a. No Regular or Special Meeting shall be held unless a quorum of five (5) Board of Directors is present.
- b. No Special Meeting shall be held unless a quorum of thirteen (13) members is present.

ARTICLE V ELECTIONS

Section 1 The election of officers shall be held at the November Annual Meeting or as otherwise designated by the Board of Directors.

Section 2 NOMINATIONS

- a. A Nominating Committee shall be appointed in September by the President to make recommendations after reviewing qualified members.
- b. The nomination of officers shall be held at the October meeting. Any member connected to the water system in good standing may nominate any qualified member for any elective office. In the event a member is nominated for two (2) offices, he/she may accept only one (1). Nominees must be present at the Nomination Meeting.

Section 3 VOTING

All voting shall be by secret ballot. No proxies shall be allowed. A majority of the votes cast shall constitute an election. All members connected to the water system in good standing may cast one (1) vote for each office.

Section 4 The presiding officer shall appoint three (3) members in good standing to act as Judge and Clerks of the election and to count ballots.

Section 5 The President and Secretary shall be elected in even-numbered years. The Vice-President and Treasurer shall be elected in the odd-numbered years. The term shall cover a two (2) year period.

The three (3) Trustees shall be elected alternately for (3) years; i.e., one (1) Trustee shall be elected each year for a three (3) year term. The Trustee with the longest tenure shall be known as the Senior Trustee.

Section 6 In event an officer resigns, it shall be the duty of the President to appoint an eligible member to that office for the unexpired term. In the event a Trustee resigns, the President shall appoint an eligible member to that office pending the annual election of officers and at the October meeting an additional Trustee shall be nominated for the unexpired term of Trustee.

Section 7 **TERM OF OFFICE**

- a. The term of office for newly elected officers shall begin on January 1, following the elections, and will expire two (2) years later on December 31. During the interim period between election and the beginning of the new tenure of office, the outgoing officers will either conclude the old business and/or consult and work with the incoming officers on business which extends into the new term to ensure a smooth transition.
- b. The term of office for the newly elected Third Trustee will begin on January 1, following the November Annual Meeting and election, and will expire three (3) years later on December 31. The retiring Senior Trustee will, during the interim period, consult with the Second Trustee and familiarize him/her with the new duties.

ARTICLE VI ASSESSMENTS

Section 1 **MAINTENANCE ASSESSMENT**

- a. The LIBERTY PARK HOMEOWNERS ASSOCIATION MAINTENANCE ASSESSMENT for resident homeowners in the “original” LIBERTY PARK SUBDIVISION connected to the LIBERTY PARK HOMEOWNERS ASSOCIATION public water system is a flat fee of \$100.00 per quarter. It is due on the 1st day of each quarter month – January, April, July, October, payable upon receipt plus a 10% late fee if postmark is not dated on or before the 14th of the second month of the current quarter being assessed.
- b. The ASSESSMENT covers all expenses in regard to the ASSOCIATION, its’ properties which includes but is not limited to the park, community building, pumphouses, etc., operation and service to bring EPA approved non-metered water to your property.
- c. This is a flat fee assessment. It is not a direct water bill. This ASSESSMENT is charged whether there is actual water usage or not. Contractors’ assessments are the same. There are no vacation allowances.

- d. The property owner is the responsible agent regarding payment of this ASSESSMENT.

Section 2 DELINQUENCY

A member becomes delinquent when the ASSESSMENT is not paid before the 15th of the second month of the quarter being assessed. (See Rules and Regulations book)

- a. A letter of delinquency, which will include any service charges, etc. and notice of impending turn-off, shall be mailed when an account is 2 quarters in arrears. If payment is not received within the limit of time designated by the Board of Directors, the water service will be terminated and the DuPage County Health Department will be notified.
- b. If water service is terminated, member must pay any and all fees involved including minimum turn off/on fees and/or actual cost incurred before service is restored. Security deposit is required.
- c. When water service is terminated, the Vice-President may authorize the placement of a lien against the property for the full amount of the ASSESSMENT, penalties, court costs, attorney's fees, and any other costs.
- d. The payment must be made to bonded personnel and others as designated by the Board of Directors.

Section 3 SECURITY DEPOSITS

- a. If any of the steps in Section 2 are taken against a delinquent member, a security deposit will be added to the ASSESSMENT.
- b. In the event a member moves out of the "original" LIBERTY PARK SUBDIVISION, the deposit shall be restored to him less any assessments due the ASSOCIATION.

Section 4 TAP-IN ASSESSMENT

There is established a fee for connection to the LIBERTY PARK HOMEOWNERS ASSOCIATION public water system, which shall be paid before issuance of permission to install a service. (See Rules and Regulations book)

Section 5 CLASSES OF SERVICE

- 1. Single-Family
- 2. Multi-Family
- 3. Commercial

Section 6 SERVICE SIZE

a. 1 inch

b. 1 ½ inch

Section 7 COMMERCIAL WATER SERVICE: Metered

A water service agreement shall be entered into by and between the commercial applicant and the LIBERTY PARK HOMEOWNERS ASSOCIATION. This Agreement will be recorded with the DuPage County Clerk. (See Rules and Regulation book)

Section 8 DISCONNECTION ASSESSMENT FEES

(See Rules and Regulations book)

LPHOA approval necessary.

Property owner must apply for and sign permit.

All related disconnection current ASSESSMENT FEES must be paid in advance to LPHOA.

Property owner pays:

Disconnection Fee

LPHOA Inspection Fee

Any and all legal fees

Easement grants if necessary

Certified Water Contractor expenses

Certified Water Contractor must be approved by the ASSOCIATION and all work must be done according to LPHOA Rules and Regulations with at least a 48 hour advance notice of starting work date and inspection time.

Contractor must provide the ASSOCIATION a current Certificate of Insurance regarding Liability and Workman's Compensation.

Section 9 SPECIAL ASSESSMENT

A SPECIAL ASSESSMENT recommended by the majority of the LIBERTY PARK HOMEOWNERS ASSOCIATION Board of Directors shall be read and voted upon at a SPECIAL MEETING.

ARTICLE VII DISBURSEMENTS

- Section 1
- a. No disbursement of the funds of the Association shall be made unless the same shall have been approved and ordered by the Association or two (2) Directors acting within limitations as the Association may prescribe in the bylaws. Checks shall be signed by the Treasurer and countersigned by the President, or the Vice-President, or Senior Trustee if the President is not available.
 - b. No appropriation or expenditures of money or other property of the Association shall be made for any purposes other than to defray normal and ordinary expenses or emergency expenditures except by majority vote of members present at a Regular or Special Meeting.

SERVICES RENDERED

- a. Reimbursement to Board Members shall be payable on a monthly basis.
- b. Services rendered by the Water Superintendent and the Assistant Water Superintendents shall be contracted.
- c. Expenses incurred by officers in the performance of their duties will be reimbursed upon presentation of invoices or statements to the Treasurer.
- d. Member service shall be reimbursed at a subcontracted hourly rate.

ARTICLE VIII AUDITING

The Board of Directors shall appoint an accounting firm to prepare the Internal Revenue Service tax forms at the end of the fiscal year. The books and accounts of the Treasurer shall be audited semi-annually by a committee of three (3) members in good standing appointed by the President prior to the Annual Meeting. The Association may approve or change the personnel of the Committee. The audit reports shall be read at the November and May meetings. Copies of the year-ending statement will be distributed to all members of the Board of Directors. Upon resignation of a Treasurer, there will be a special audit and findings reported at the next Regular or Special Meeting.

ARTICLE IX COMMUNITY BUILDING

A committee of three (3) headed by the Vice-President shall be responsible for enforcing the Rules and Regulations concerning the upkeep and use of the Community Building.

ARTICLE X KEYS/SAFE

The keys to the pumphouses or community building are not to be distributed on a permanent basis to anyone outside of LIBERTY PARK HOMEOWNERS ASSOCIATION personnel.

- a. President and Treasurer shall have a key to post office box.
- b. The charter, contracts, and other documents shall be placed in the LPHOA safe kept in LPHOA owned property.

ARTICLE XI REGULATION OF OUTSIDE WATER USE

Regulation of outside water use shall be determined by the Board of Directors depending upon the production and conditions prevailing.

ARTICLE XII PARLIAMENTARY RULES

Section 1 The proceedings of the Association meetings shall be governed and conducted according to the bylaws preceding the latest edition of Roberts Rules of Order or Parliamentary Law.

Section 2 The bylaws may be amended or altered by a majority vote of those members present at any Regular or Special Meeting, provided that the entire membership is notified of the precise article and section of the bylaws which are the subject of the proposed changes and of the date that the proposed changes shall be read.

Section 3 A resolution offered at any meeting must be in writing and no member shall read or offer for action any communication or resolution without first making a general statement of the subject matter thereof. Should any two (2) members object to its presentation, it shall be referred to an advisory committee of three (3) to be immediately appointed by the presiding officer. After hearing any statement the member offering or the members objecting to its presentation may desire to make, this advisory committee shall report the matter back to the meeting with its recommendation that its consideration either be deferred or presented as originally requested. If the committee recommends that its consideration be deferred, the resolution or communication in question shall be referred to an appropriate committee for investigation and report to the Board of Directors. If an amendment is acted upon and disapproved, three (3) months shall elapse before it may reconsidered.

Section 4 The Rules and Regulation book, which specifies LPHOA procedures shall be updated and amended by the LIBERTY PARK HOMEOWNERS ASSOCIATION Board of Directors when necessary and will not constitute a bylaw change.