

**BY LAWS OF OAK HILL SOUTH  
HOMEOWNERS ASSOCIATION**

*Article I  
Name and Location*

The name of this organization is Oak Hill South Homeowners Association. The principal office of the organization shall be located in Jackson County, Missouri.

*Article II  
Definitions*

Section 1. "Association" shall mean and refer to the Oak Hill South Homeowners Association representing all lots of Oak Hill South, a subdivision in Lee's Summit, Jackson County, MO, it's successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declarations of Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

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 Common Area.

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

Section 6. "Declaration" shall mean and refer to the Declarations of Restrictions and all it's amendments applicable to the Properties recorded in Jackson County, MO.

Section 7. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

*Article III  
Meeting of the Members*

Section 1. Annual Meeting. There shall be one (1) regular meeting of the members of the Association, to be held in February of each year. The exact date and time to be established by the Board of Directors during a prior director regular meeting, with due notice being provided to the members upon such notice as required in these by laws.

Section 2. Special Meeting. Special meetings may be called at any time by the President of the Board of Directors, or upon written request of 25% of the Members who are eligible to vote.

Section 3. Notice of Meetings. Notice of each meeting shall be given to all Members not less than ten (10) days nor more than forty-five (45) days. If a special meeting has been called, then the purpose of the meeting shall be stated.

Section 4. Quorum. The presence, in person or by proxy, at the annual meeting or at any special meeting of twenty-five (25) percent of all votes that are eligible to be cast shall constitute a quorum. Any act or

decision shall be decided by two-thirds (2/3) of the votes that are eligible to be cast when a quorum is present.

Section 5. Proxies. At all meetings of members, each Member may vote, either in person or by proxy. All proxies must be in writing and filed with the Secretary prior to said meeting. Every proxy shall be revocable by written notice filed with the Secretary, and every proxy shall cease upon transfer to title of the Lot.

Section 6. Suspension of Voting Privileges. No Member shall be eligible to vote or to be elected to the Board of Directors who is shown to be more than sixty (60) days delinquent in the payment of any assessment due to the Association as set forth in the Declaration.

#### *Article IV Directors*

Section 1. Number. The business and affairs of the Association shall be managed and governed by a Board of Directors composed of five (5) members in good standing and at least 18 years of age.

Section 2. Term of Office. At the first annual meeting, the Members shall elect a President and Treasurer for a term of one (1) year, and a Vice President, Secretary and At-Large Representative (Srgt. Of Arms) for a term of two (2) years. All terms herein after of all five (5) Directors shall be two (2) years in duration, At each subsequent annual meeting elections shall be held to elect new officers whose terms have expired.

Section 3. Removal. Any Director may be removed with or without cause, by a majority vote, either in person or by proxy, of the Members in good standing at an annual or special meeting of the Members. The remaining members of the Board shall fill any vacancy in the Board of Directors for any reason until the next annual meeting, at which time a successor shall be elected by the Members to serve the remainder of the term.

Section 4. Compensation. No Director shall receive compensation for any services he/she may render to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of his/her duties.

#### *Article V Meetings of Directors*

Section 1. Regular Meeting. The Board of Directors shall have regular meetings every quarter with the time, date, and location to be decided by the Board. All such meetings shall be open to all Members of the Association.

Section 2. Special Meeting. Special meetings of the Board shall be held when called by the President, or by any two- (2) directors of the Board, after not less than three (3) days notice to each Director. All such meetings shall be open to all Members of the Association unless the President directs that such meetings are to be held as a closed meeting.

Section 3. Action by written agreement. The Board may act by written agreement without meeting provided the agreement is signed by a majority of the officers and shall be confirmed at the next regular meeting of the Board.

Section 4. Quorum. A minimum of four (4) of the five (5) Board Members shall constitute a quorum for conducting business. Any action or decision made by the Board where a quorum is present shall be considered an act of the Board. Any act or decision shall be decided by a majority vote of the Board Members. If the Board is unable to arrive at a majority, a revote should take place when all five Board Members are present.

**Article VI**  
**Powers and Duties of the Board**

**Section 1. Powers:** The Board of Directors shall have the power to:

- (a) Common Areas. Adopt and publish rules and regulations governing the use of all common areas and to establish penalties/fines for the infractions thereof
- (b) Voting Rights. Suspend the voting rights and the rights to use the common areas of a Member who is more than sixty (60) days delinquent in the payment of any and all assessments levied by the association. Such rights may also be suspended after a notice and a hearing, for a period not to exceed 15 days for infractions of the published rules and regulations.
- (c) Committees. Create regular and special committees to serve the purpose designated and for such terms as determined by the Board.
- (d) Covenants. Enforce any and all covenants as provided in the Declarations of Restrictions.
- (e) Vendors. Employ a vendor(s) and prescribe their duties.

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

- (f) Covenants. Enforce any and all covenants as provided in the Declaration of Restrictions.
- (g) Records and Insurance. Maintain adequate insurance on the Common Areas, keeping a complete record of such along with any and all acts and corporate affairs and present a statement thereof to the Members at the annual meeting or at any special meeting called by the Members.
- (h) Supervision. Supervise all officers, agents and/or vendors of this Association, and see that their duties are properly performed;
- (i) Assessment Notification. Send written notices of each assessment to every Member at least thirty (30) days in advance of each annual assessment period as described in the Declarations of Restrictions.
- (j) Late Payment. File and record the lien (including any applicable late fees) against any property for which assessments are not paid within sixty (60) days after the due date or bring in action at Law against the owner personally obligated to pay the same as described in the Declarations of Restrictions.
- (k) Upkeep. Cause the Common Area to be maintained.

**Article VII**  
**Duties of the Officers**

**Section 1. President.** The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out, shall sign all leases, contracts, deeds and other written instruments and have co-sign authority on all checks and promissory notes.

**Section 2. 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, have co-sign authority on all checks and promissory notes, and shall exercise and discharge such other duties as may be required of him by the Board.

Section 3. Secretary. The secretary shall record the votes and keep the minutes of all meetings in 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 names of members of the Association together with their addresses, have co-sign authority on all checks and promissory notes, and shall perform such other duties as required by the Board.

Section 4. Treasurer. The Treasurer shall receive and deposit to appropriate bank account(s) all monies of the Association and shall disburse such funds as directed by resolution the Board, shall sign all checks and promissory notes of the Association, keep proper books of accounts, cause an annual audit of Association books be made by the Audit Committee or other such entity, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Section 5. At-Large Representative. The At-Large Representative shall exercise and discharge other duties as may be required of him by the Board and have co-sign authority on all checks and promissory notes.

#### *Article VIII Books and Records*

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By Laws of the Association shall be available for inspection by any member at the principal office of the Association.

#### *Article IX Assessments*

As more fully provided in the Declarations of Restrictions, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due shall be found delinquent. If the assessment is not paid within sixty (60) days after the due date, the assessment shall bear a late fee of ten (10) dollars per month, and interest from the date of the delinquency at the rate of eighteen percent (18%) per annum until paid in full and the Association may bring an action at law against the Owner personally obligated to pay the same and in addition foreclose the lien against the property. Interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of this lot.

#### *Article X Amendments*

Section 1. These By Laws may be amended, at a regular or special meeting of the members, by a vote of the majority of the quorum of members present in person or by absentee ballot.

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 Declaration and these By Laws, the Declaration shall control.

#### *Article XI Miscellaneous*



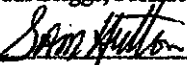
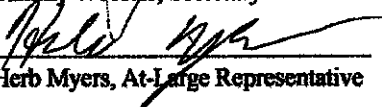
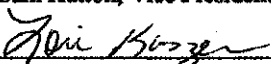
The fiscal year of the Association shall begin on the first day of April and end on the 31<sup>st</sup> day of March of every year, except that the first fiscal year shall begin on the date of incorporation.

The corporation shall, and does hereby, indemnify any person who served or serves as a Trustee or officer, against any and all losses, liabilities, damages, and expenses, including but not limited to attorney fees,

judgments, fines, and amounts paid in settlement, incurred by such person, in connection with any claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, including any action by or in the right of the corporation, by reason of any act or omission to act as such Trustee or officer to the full extent permitted by Missouri Law.

The indemnification provided by this Article XI shall not be deemed the exclusive of any other rights to which any person seeking indemnification may be entitled under the Articles of Incorporation, these By Laws or any agreement, vote of members or disinterested Directors, or otherwise both as to action in such persons official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director or officer and shall insure to the benefit of the heirs, executors, and administrators of such a person.

In Witness Whereof, we, being all the Officers of the Oak Hill South Homeowners Association, have hereunto set our hands, to these By Laws this 28th day of June, 2001.

 _____ Paul Briggs, President	 _____ Tammy Webster, Secretary
 _____ Sam Hutton, Vice President	 _____ Herb Myers, At-Large Representative
 _____ Lori Kaszer, Treasurer	