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Robert T. Kelly, Director, Recorder Of Deeds

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Robert T. Kelly, Recorder of Deeds

415 E. 12th Street, Room 104
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**AMENDED & RESTATED
BY-LAWS
OF
THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC.
(August 2014)**

ARTICLE I. RECITALS

A. SOUTHLAND DEVELOPERS, L.L.C., a Missouri limited liability company has developed and created a residential subdivision located in Lee's Summit, Jackson County, Missouri identified as The Meadows of Winterset.

B. SOUTHLAND DEVELOPERS, L.L.C., subjected The Meadows of Winterset subdivision to the jurisdiction and control of The Meadows of Winterset Homes Association, Inc., a membership controlled entity charged with maintaining the common areas and enforcing certain restrictive covenants imposed upon all lots within The Meadows of Winterset subdivision.

C. In establishing The Meadows of Winterset Homes Association, Inc., the original developer, SOUTHLAND DEVELOPERS, L.L.C., adopted a document entitled BYLAWS OF THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC.

D. The Meadows of Winterset Homes Association, Inc., has now been turned over by SOUTHLAND DEVELOPERS, L.L.C., to the membership, and has relinquished control of the Board of Directors to the members.

E. The Board of Directors now desires to amend and Restate the BYLAWS OF THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC., so as to address the current operational goals of The Meadows of Winterset Homes Association, Inc.

F. It is the desire of The Meadows of Winterset Homes Association membership to amend and restate the BYLAWS OF THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC.

G. These Amended and Restated Bylaws of The Meadows of Winterset Homes Association, Inc., have been approved by a majority of the members present at a meeting held on the _____ day of, 2014, at which time a quorum of the members were present in person or by proxy. After due motion and second made, the vote of the membership was as follows: _____ in favor, and _____ against. The Secretary of the Association having provided a Secretary's Attestation of the vote approving the adoption of these Amended and Restated Bylaws, attached hereto and incorporated by reference herein as Exhibit "1".

ARTICLE II. NAME AND LOCATION

The Meadows of Winterset Homeowners Association, Inc. (the Association”) is a Missouri not-for-profit corporation organized under the provisions of Chapter 355 of the Revised Statutes of Missouri, as amended. The principal office of the Association shall be located at 900 SW Goldenrod, Lee’s Summit, Missouri 64063, and P.O. BOX 2338. Meetings of Owners and directors shall be held at places within the State of Missouri as may be designated by the Board of Directors (the “Board”). The Principal office of the Association may be relocated to such place as the Board of Directors shall from time to time designate.

ARTICLE III. PURPOSE

These Bylaws, in conjunction with the Declaration of Restrictions to The Meadows of Winterset (the “Restrictions”), the Declaration (as hereinafter defined) and the Association’s Articles of Incorporation (the “Articles of Incorporation”), provide for the governance of the Association.

These Bylaws may be supplemented or clarified, by such Rules and Regulations (as hereinafter defined) as may be prescribed by the Board in the exercise of the Association’s rights and discharge of its obligations.

ARTICLE IV. DEFINITIONS

A. “Assessment” shall mean those charges and assessments defined in Section 5 of the Declaration.

B. “Common Areas” shall mean all of those parts of the Property which are not Lots.

C. “Declaration” shall mean and refer to The Meadows of Winterset Homes Association Declaration filed in the office of the Register of Deeds, Jackson County, Missouri on November 20, 1995 beginning on page 1390 of Volume 2767, and all amendments thereto.

D. “Lot” shall mean and refer to any numbered plot of land shown on the Plat (as defined in the Declaration) of the Property.

E. “Owner” shall mean the recorded owner, whether one or more persons or entities, having a fee simple title to any Lot (as hereinafter defined) which is a part of the Property (as hereinafter defined) but excluding any person or entity having such interest merely as security for the performance of an obligation. An “Owner” is a member of The Meadows of Winterset Homeowners Association, Inc.

F. “Property” shall mean all of that real property described in the Declaration and which is incorporated herein by reference

ARTICLE V. MEETINGS OF MEMBERS (OWNERS)

A. **Annual Meetings.** Annual meetings of the Members (Owners) shall be held on the first Tuesday after Labor Day each year at 6:30 p.m., or at such time as may be set and determined by the Board of Directors.

B. **Special Meetings.** Special meetings of the Members (Owners) may be called at any time by the President (as hereinafter defined) or by the Board or upon written request of one-fourth (1/4) of the Members (Owners) who are entitled to vote.

C. **Notice of Meetings.** Notice of all meetings shall be given in writing or by electronic communication at least 15 days prior to the meeting. Each notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

D. **Quorum.** The presence at the meeting of the Members (Owners) entitled to cast, or proxies held to cast, one-fifth (1/5) of the votes of the Members (Owners) (as set forth in the Declaration) shall constitute a quorum for any acts except as otherwise provided in the Articles of Incorporation, the Declaration or by these Bylaws. If a quorum is not met, a special meeting will be called by the Board of Directors scheduled within 10 days from the original meeting with the quorum reduced to one-tenth (1/10). If, however, such quorum shall not be present to represent the Owners at any meeting, the Members (Owners) entitled to vote thereat shall have the power to adjourn the meeting from time-to-time without notice other than an announcement at the meeting until a quorum as aforesaid shall be present or be represented.

E. **Proxies** At all meetings of Members (Owners), each Member (Owner) may vote in person or by proxy. All proxies shall be in writing and must be filed with the Secretary of the Association prior to the election at which time the proxy is to be effective. Every proxy shall be revocable and shall automatically cease upon conveyance by a Member (Owner) of such Member's (Owner's) Lot.

ARTICLE VI. BOARD OF DIRECTORS SELECTION AND TERM OF OFFICE

A. **Number.** The affairs of the Association shall be managed by a Board of five (5) Directors each of who shall also be a Member of the Association. Some of the Directors will also serve as officers of the Association.

B. **Term of Office.** At the annual meeting of the Members (Owners), the Members (Owners) shall elect Directors to serve for a term of two (2) years with staggered elections (three Directors in one year and two in the next year) each in accordance with Article VII hereof. In the first election initiating two-year terms, three Directors will serve a two-year term and two Directors will serve a one-year term.

C. **Removal.** Any director may be removed from the Board with or without cause by a majority vote of the Members (Owners) of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board of Directors and shall serve the unexpired term of the predecessor. "With Cause" may include a violation of any Code of Ethics that may be adopted by the Board of Directors.

D. **Compensation.** No Director shall receive compensation for any service which may be rendered to the Association as a director. However, any Director may be reimbursed for reasonable expenses incurred in the performance of duties of office.

E. **Ethics.** All Board of Directors will annually execute an ethical document as prepared and approved by the Board of Directors that shall be complied with during the term. Failure to comply with the Code shall be cause for removal.

ARTICLE VII. NOMINATION AND ELECTION OF OFFICERS AND DIRECTORS

A. Nomination. Nomination for election of the officers and directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members (Owners). The nominating committee shall consist of a chairman, who shall be a director and two (2) or more Members (Owners) of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members (Owners) to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election of the officers and directors as it shall in its discretion determine is appropriate but not less than the number of vacancies which then are to be filled. Any such nomination may be made from among the Members (Owners). All nominations shall indicate the office to be filled by such nominee and that such nominee will also be a Director, if elected.

B. Election. Election shall be by secret written ballot. At such election, the Owners and their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and Section C below. The persons receiving the largest number of votes shall be elected as long as a quorum has been met. Cumulative voting is not permitted.

C. Method of Voting. One (1) vote per vacancy per household

ARTICLE VIII. MEETING OF DIRECTORS

A. Annual Meetings. Annual meetings of the Board shall be held following the annual meeting of the Members (Owners) at such time as may be fixed by the Board.

B. Regular Meetings. Regular meetings of the Board shall be held at least quarterly without notice at such place and hour as may be fixed from time-to-time by resolution of the Board.

C. Special Meetings. Special meetings of the Board shall be held when called by the President of the Association or by any two (2) directors after not less than three (3) days' notice to each director.

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

E. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of the meeting which they could take at a meeting by obtaining the written approval of all of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IX. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. Powers. The Board shall have power to:

1. Adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Members (Owners) and their guests thereon and to establish penalties

for infraction thereof (the "Rules and Regulations");

2. Suspend the voting rights and the rights to use the Common Areas of any Member (Owner) for a period in which the Member (Owner) shall be in default in the payment of any Assessment levied by the Association. Such rights may also be suspended, after notice of a hearing, for a period not to exceed sixty (60) days for the infraction of any published Rule or Regulation;

3. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Ownership by any other provision of these Bylaws, the Articles of Incorporation, the Declaration or Restrictions;

4. Declare a vacancy on the Board; and

5. Employ a manager, an independent contractor or other such employees as the Board deems necessary to perform its duties.

B. Duties. The Board shall have the duty to;

1. Cause to be kept a complete record of all of its acts and corporate affairs and present a statement thereof to the Members (Owners) at the annual meeting of the Members (Owners) or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members (Owners) entitled to vote;

2. Supervise all officers, agents and employees of the Association and to see that their duties are properly performed;

3. As more fully provided in the Declaration to:

a. Fix the amount of Assessments against each lot at least thirty (30) days in advance of any Assessments;

b. Send written notice of each Assessment to every owner subject thereto at least thirty (30) days in advance of any Assessment;

c. Foreclose the lien against the property for which any Assessment is not paid within thirty (30) days after the date on which it is due or to bring an action at law against the owner personally obligated to pay the same.

4. Prepare and adopt an annual budget for the Association;

5. Issue or cause an appropriate officer to issue upon demand any personal certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of such certificate. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of payment;

6. Procure and maintain adequate liability and hazard insurance for the Common Areas;

7. Cause all officers and employees handling fiscal responsibilities to be bonded as it may deem appropriate;

8. Provide for the care, maintenance and upkeep of the Common Areas and the Property as defined in an annual maintenance plan for the property;

9. Make and amend the Rules and Regulations;

10. Enforce these Bylaws, the Declaration, the Restrictions, the Articles of Incorporation, the Rules and Regulations and such other statutes and ordinances as are applicable;

11. Do such other things and act not inconsistent with these Bylaws, the Declaration, the Restrictions, the Association's Articles of Incorporation and the Rules and Regulations;

C. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Hundred Dollars (\$500), and all checks drawn upon reserve accounts, shall be executed by any two (2) officers designated by the Board. All such instruments for expenditures or obligations of Five Hundred Dollars (\$500) or less, except from reserve accounts, may be executed by any one (1) officer designated by the Board.

D. Board of Directors as Attorney-in-Fact. The Board is hereby irrevocably appointed as agent and attorney-in-fact for all of the Owners (Members) of all of the Lots and for each of them, to manage, control and deal with the interests of such Owners (Members) in the Common Areas to permit the Board to fulfill all of its powers, rights, functions and duties. The Board is hereby irrevocably appointed as agent and attorney-in-fact for each Owner (Member), each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Association or the Property to adjust and settle all claims arising under insurance policies purchased by the Board and to execute and deliver releases upon the payment of claims. The Board may also grant and accept easements and licenses.

ARTICLE X. OFFICERS AND THEIR DUTIES

A. Enumeration of Directors. The Directors of the Association shall be a President, a Vice President, a Secretary, a Treasurer and a Member-At-Large, and such other officers as the Board may from time to time elect.

B. Election and Term. The officers of the Association shall be elected at the annual meeting of the Members (Owners) in accordance with Article VI and shall hold office for a two (2) year term with staggered elections as determined by the Board of Directors unless he or she shall sooner resign or be removed or otherwise be disqualified from serving.

C. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require and each of whom shall hold office for such period, have such authority and perform its duties as the Board of Directors may determine from time to time.

D. Resignation and Removal. Any Director elected by the Owners may be removed from office with or without cause by majority vote of the Members (Owners). Any Director may resign at any time by giving written notice to the Board, the President or 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 acceptance of such resignation shall not be necessary to make it effective.

E. Vacancies. A vacancy in any office may be filled by appointment by the Board. The Director appointed to this vacancy shall serve for the remainder of the term of the officer he/she replaces and shall also serve as a director for the remainder of such term.

F. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any other office except in the cases of special offices created pursuant to

Section D of this article

G. Duties. The duties of the officers are as follows:

1. President/Director. The President/Director shall preside at all meetings of the Board and shall see that orders and resolutions of the Board are carried out and shall sign all leases, mortgages, deeds and other written instruments and shall sign or co-sign promissory notes or other instruments on behalf of the Association except as otherwise set forth in Article IX.C.
2. Vice-President/Director. The Vice-President/Director shall act in the place and stead of the President in the event of his absence, inability or refusal to act and shall exercise and discharge all other duties that may be required by the Board.
3. Secretary/Director. The Secretary/Director shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep the corporate seal of the corporation and affix it on all papers requiring said seal; serve notice of the meetings of the Board and the Members (Owners); keep current records showing the Members (Owners) of the Association together with their addresses, and perform such other duties as required by the Board.
4. Treasurer/Director. The Treasurer/Director shall receive and deposit in the appropriate bank accounts all monies due the Association and shall disburse such funds as directed by resolution of the Board; shall sign all promissory notes of the Association; keep proper books to be made by public accountant at the completion of the fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be represented to the Ownership at its annual regular meeting; and to deliver a copy of each to the Members (Owners). The Board of Directors may employ a management company to perform all or some of these tasks, and the Treasurer shall oversee the financial undertakings of said management company on behalf of the Association.
5. Member-At-Large/Director. The Member-At-Large/Director shall be assigned duties and responsibilities as prescribed by the President as mandated by specific circumstances or events.

ARTICLE XI. INDEMNIFICATION OF DIRECTORS AND OFFICERS

A. Indemnification in Actions by Third Parties. The Association shall indemnify each Director who has been or is a party or is threatened to be made a party to any threatened, pending or complete action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate (other than an action by or in the right of the Association) by reason of the fact that such person is or was an officer or director of the Association against all liabilities and expenses, including, without limitation, judgments, amounts paid in settlement (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Association in accordance with paragraph (d) of this Article XI, which approval shall not be unreasonably withheld), attorneys' fees, fines and other expenses actually and reasonably incurred by such person in connection with such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful; provided, however, that the Association shall not be required to indemnify or

advance expenses to any such person or persons seeking indemnification or advancement of expenses in connection with an action, suit or proceeding initiated by such person unless the initiation of such action, suit or proceeding was authorized by the Board. The termination of any such action, suit or proceeding by judgment, order, or settlement, conviction or under plea of nolo contendere or its equivalent, shall not, of itself, and in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, that such person had reasonable cause to believe that such person's conduct was unlawful.

B. Indemnification in Derivative Actions. The Association shall indemnify each person who has been or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was an officer or Director of the Association against amounts paid in settlement thereof (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Association in accordance with subparagraph (d) of this Article XI, which approval shall not be unreasonably withheld) and all expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action, suit or proceeding (including, without limitation, the investigation, defense, settlement or appeal of such action, suit or proceeding) if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification under this subparagraph (b) shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable to the Association unless and only to the extent that the court in which the action, suit or proceeding is brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to such indemnification.

C. Indemnification for Expenses. Notwithstanding the other provisions of this Article X, to the extent that a person who is or was serving as a Director or officer of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraphs (a) and (b) of this Article XI (including the dismissal of any such action, suit or proceeding without prejudice), or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such Director or officer in connection therewith.

D. Determination of Right to Indemnification. Prior to indemnifying a Director pursuant to the provisions of subparagraphs (a) and (b) of this Article XI, unless ordered by a court and except as otherwise provided by subparagraph (c) of this Article XI, the Association shall determine that such person has met the specified standard of conduct entitling such person to indemnification as set forth under subparagraphs (a) and (b) of this Article XI. Any determination that a person shall or shall not be indemnified under the provisions of subparagraphs (a) and (b) of this Article XI shall be made by the (i) board of directors by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding, (ii) if such quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the Members (Owners) of the Association, and such determination shall be final and binding upon the Association; provided, however, that in the event such determination is adverse to the person or persons to be indemnified hereunder, such person or persons shall have the right to maintain an action in any court of competent jurisdiction against the Association to determine whether or not such person has met the requisite standard of conduct and is entitled to such indemnification hereunder. If such court action is successful and the person or persons are determined to be entitled to such indemnification, such person or persons shall be reimbursed by the Association for all fees and expenses (including attorneys' fees) actually and reasonably incurred in connection with any such action (including without limitation the investigation, defense, settlement or appeal of such action).

E. Advance of Expenses. Expenses (including attorneys' fees) actually and reasonably incurred by a

person who may be entitled to indemnification hereunder in defending an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to indemnification by the Association. Notwithstanding the foregoing, no advance shall be made by the Association if a determination is reasonably and promptly made by (i) the Board by a majority vote of a quorum consisting of directors who were not parties to the action, suit or proceeding for which the advancement is requested, (ii) if a quorum is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (iii) by the Members (Owners) of the Association that, based upon the facts known to the Board, counsel or Members (Owners) of the Association at the time such determination is made, such person acted in bad faith and in a manner that such Director did not believe to be in or not opposed to the best interests of the Association or, with respect to any criminal proceeding, that such Director believed or had reasonable cause to believe such person's conduct was unlawful. In no event shall any advance be made in instances where the board, Members (Owners) or independent legal counsel reasonably determines that such person deliberately breached such person's duty to the Association or its Members (Owners).

F. Nonexclusivity. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any statute, under the articles of incorporation, bylaws, agreement, vote of the Members (Owners) of the Association or disinterested directors, policy of insurance or otherwise, both as to action in their official capacity and as to action in another capacity while holding their respective offices, and shall not limit in any way right which the Association may have to make additional indemnifications with respect to the same or different persons or classes of persons. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article XI shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, administrators and estate of such person.

G. Insurance. Upon resolution passed by the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this paragraph.

H. Vesting of Rights. The rights granted by this Article XI shall be vested. In each person entitled to indemnification hereunder as a bargained-for, contractual condition of such person's acceptance of such person's election or appointment as a director or officer of the Association and while this Article X may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Article XI with respect to any act taken or the failure to take any act by such person prior to such amendment or repeal or with respect to any action, suit or proceeding with respect to such act or failure to act filed after such amendment or repeal.

I. Definition of Defense. For the purpose of this Article XI, references to "defense" shall include investigations of any threatened, pending or completed action, suit or proceeding as well as appeals thereof and shall also include any defensive assertion of a cross claim or counterclaim.

J. Severability. If any provision of this Article XI or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable for any reason whatsoever, the remaining provisions to other persons or circumstances shall not be affected thereby and to the fullest extent possible the court finding such provision invalid, illegal or unenforceable shall modify and construe the provision so as to render it valid and enforceable as against all persons or entities and to give the maximum possible protection to persons subject to indemnification hereby within the bounds of validity, legality and enforceability. Without limiting the generality of the foregoing, if any officer or director of the Association is entitled under any provision of this Article X to indemnification by the Association for some or a portion of the judgments, amounts paid in settlement, attorneys' fees, fines or other expenses actually and reasonably incurred by any such person in connection with any threatened,

pending or completed action, suit defense, settlement or appeal of such action, suit or proceeding), whether civil, criminal, administrative, investigative or appellate, but not, however, for all of the total amount thereof, the Association shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

ARTICLE XII. USE OF ASSOCIATION PROPERTY OR INCOME

In no event shall the property or income or the Association inure to the personal financial benefit of any director or officer (other than reasonable compensation for services rendered); rather, it shall be devoted exclusively to the purposes set forth in the Articles of incorporation. Should the Association dissolve, any property not previously disposed of shall be applied and distributed in the manner and for the purpose specified in the provisions of Chapter 355 of the Revised Statutes of Missouri and in the Articles of Incorporation.

ARTICLE XIII. BOOKS AND RECORDS

The books and records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member (Owner) of the Association. The Declaration, the Restrictions, the Articles of Incorporation and these Bylaws shall be available for inspection by any Member (Owner) at the office of the Community Association Management, 8826 Santa Fe Drive, Overland Park, KS 66212 where copies may be purchased at a reasonable cost. These documents may be posted on the Association's website.

ARTICLE XIV. CORPORATE SEAL

The Association may have a seal in circular form with the circumference of the words The Meadows of Winterset Homeowners Association, Inc.

ARTICLE XV. AMENDMENTS

A. General. These Bylaws may be amended at a regular or special meeting of the Members (Owners), by a vote of the majority of a quorum of the Members (Owners), present in person or by proxy

B. Order of Precedent. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration or the Restrictions and these Bylaws, the Declaration or the Restrictions shall control as appropriate.

ARTICLE XVI. MISCELLANEOUS

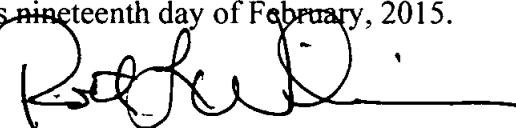
A. Fiscal Year. The fiscal year of the Association shall begin the first day of January and end on the 31st day of December of every year.

B. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provisions thereof.

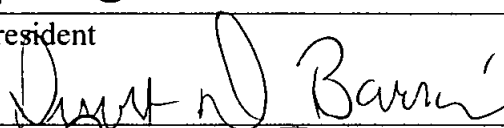
C. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the singular shall be deemed to include the plural, and vice versa whenever the context so requires.

D. Construction. These Bylaws are intended to comply with all of the applicable provisions of Missouri Law and shall be so interpreted and applied.


IN WITNESS WHEREOF, We, being the current officers and directors of The Meadows of Winterset Homes Association, Inc., have executed these By-Laws this nineteenth day of February, 2015.



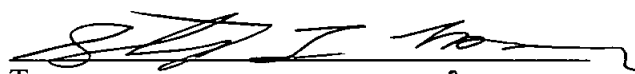
President



Vice President



Secretary



Treasurer



Member-At-Large

Corporate Seal

EXHIBIT "1"
Corporate Secretary Attestation of Vote

COMES NOW, the duly appointed and serving Secretary of The Meadows of Winterset Home Owners Association, Inc., and for this Corporate Secretary Attestation of Vote ("Attestation") state as follows:

1. On the 8th day of September, 2014, a regular meeting of the Members (Owners) of The Meadows of Winterset Home Owners Association, Inc. (the "Association") was held pursuant to proper notice at which a quorum of the Members (Owners), were present in person or by proxy.

2. During the course of the regular meeting, the Members (Owners) present took under consideration the adoption of the foregoing Amended and Restated Bylaws to which this Attestation has been attached.

3. Upon motion and second duly made by the Members (Owners), a vote by the Members was approved by a majority to have a vote on adopting the foregoing Amended and Restated Bylaws be held from September 17, 2014 to October 4, 2014.

4. The terms and requirements of the prior Bylaws, authorized amendment of the same "at a regular or special meeting of the Members (Owners), by a vote of the majority of a quorum, of the Members (Owners) present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration have the right to veto amendments while there is a Class B Membership."

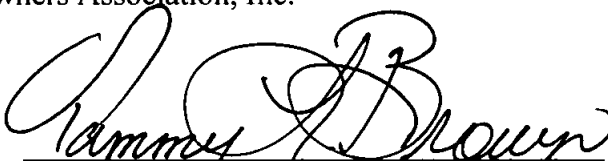
5 There no longer remains a Class B Membership.

6. The vote of the Members (Owners) resulted in approval of the foregoing Amended and Restated Bylaws by the following:


Votes in favor 95 Votes against 14

7 The ballots of the vote are and shall be maintained in the corporate records of The Meadows of Winterset Home Owners Association, Inc. for a period of at least ten (10) years

IN WITNESS WHEREOF, I have set my hand the day and year referenced above in my capacity as the Secretary for The Meadows of Winterset Home Owners Association, Inc.


Secretary

Subscribed and sworn to before me this 19th day of February 2015.


Notary Public

My Commission Expires March 24, 2017

