

**AMENDED & RESTATED  
BY-LAWS OF  
THE MEADOWS OF WINTERSET HOMES ASSOCIATION, INC.**

**RECITALS**

- WHEREAS,** SOUTHLAND DEVELOPERS, L.L.C., a Missouri limited liability company, (hereinafter "**Southland**") has developed and created a residential subdivision located in Lee's Summit, Jackson County, Missouri identified as The Meadows of Winterset; and
- WHEREAS,** Southland, 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; and
- WHEREAS,** In establishing The Meadows of Winterset Homes Association, Inc., the original developer, Southland adopted a document entitled Bylaws of The Meadows of Winterset Homes Association, Inc.; and
- WHEREAS,** The Meadows of Winterset Homes Association, Inc., has now been turned over by Southland, to the Owners, and has relinquished control of the Board of Directors to the Owners; and
- WHEREAS,** The Bylaws of the Meadows of Winterset Homes Association, Inc. were amended in 2014 by the Meadows of Winterset Homes Association, Inc.; and
- WHEREAS,** The Board of Directors now desires to Amend and Restate the Bylaws of The Meadows of Winterset Homes Association, Inc., as originally adopted or as amended to address the current operational goals of The Meadows of Winterset Homes Association, Inc.; and
- WHEREAS,** It is the desire of The Meadows of Winterset Homes Association Board of Directors and Owners to amend and restate the Bylaws of The Meadows of Winterset Homes Association, Inc.; and
- WHEREAS,** 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 2<sup>nd</sup> day of September, 2025, 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 Owners was as follows: 48 in favor and 2 against. The Secretary of the Homes 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".



**NOW, THEREFORE**, in consideration of the premises contained herein, the Meadows of Winterset Homes Association, Inc., through its Owners and for itself and for its successors and assigns, and for its future grantees, hereby adopt these Amended and Restated Bylaws of the Meadows of Winterset Homes Association, Inc. (the "**Bylaws**") as of the date set forth next to the signatures of the signatures below.

## **ARTICLE I NAME AND LOCATION**

The Meadows of Winterset Homes Association, Inc. (the "**Homes 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 Homes Association shall be located at 900 SW Goldenrod, Lee's Summit, Missouri 64081. Meetings of Owners and Directors shall be held at places within the City of Lee's Summit, Missouri, as may be designated by the Board of Directors (the "**Board**"). The Principal office of the Homes Association may be relocated to such place as the Board of Directors shall from time to time designate.

## **ARTICLE II PURPOSE**

These Bylaws, in conjunction with the Covenants as defined in the Meadows of Winterset Homes Association Amended and Restated Declaration filed with the Jackson County Recorder of Deeds on August 13, 2024, as Instrument No. 2024E0053954, and the Homes Association's Articles of Incorporation, provide for the governance of the Homes Association.

These Bylaws may be supplemented or clarified, by resolution of the Board of Directors in the exercise of the Homes Association's rights and discharge of its obligations.

## **ARTICLE III DEFINITIONS**

For purposes of these Amended and Restated Bylaws, all capitalized terms used herein shall have the same meaning as set forth in the Declaration, unless otherwise defined herein:

- 3.1 "Assessments" shall mean any revenue collected by the Homes Association, which shall include each Annual Assessment, Special Assessment, and Fines levied by the Homes Association against any Lot or Lots in accordance with the Declaration or other related documents recorded with the Jackson County Recorder of Deeds Office.
  - 3.1.1 "Annual Assessment" shall mean the specified annual payment imposed upon each Lot by the Homes Association, and as further defined in Article IV, of the Declaration (Annual Assessments are also commonly known as "dues" and the term Annual Assessment and "dues" may be sometimes used interchangeably).
  - 3.1.2 "Fines" shall mean any lien, monetary fine, late fee, interest and other amount levied by the Homes Association against any Lot or Lots.

- 3.1.3 “Special Assessment” shall mean an additional non-recurring financial obligation imposed upon each Lot by the Homes Association, and as further defined in Article V of the Declaration.
- 3.2 “Common Areas” shall mean all streets, all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the Owners as defined in the Declaration, or which may, with appropriate consent to be used by all of the Owners.
- 3.3 “Covenants” shall mean the Declarations and Restrictions as defined in the Declaration.
- 3.4 “District” shall mean all of the lots in the plats for the Meadows of Winterset as recorded with the Recorder of Deeds of Jackson County, Missouri, all Common Areas, and all additional property which hereafter may be made subject hereto in the manner provided herein.
- 3.5 “Good Standing” shall mean an Owner who is not delinquent in the payment of any Assessment.
- 3.6 “Lot” shall mean any lot shown as a separate lot on any recorded plat of all or part of the District.
- 3.7 “Owner” shall mean the record owner in fee simple of any Lot.
- 3.8 “Property” shall mean all of that real property described in the Declaration.

#### ARTICLE IV MEETINGS OF OWNERS

- 4.1 **Annual Meetings.** Annual Meetings of the 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.
- 4.2 **Special Meetings.** Special Meetings of the 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 Owners who are entitled to vote, and are in Good Standing.
- 4.3 **Notice of Meetings.** Notice of all meetings shall be given in writing or by electronic communication at least fifteen (15) days prior to the meeting. Each notice shall specify the place, day and hour of the meeting, and the purpose of the meeting.
- 4.4 **Quorum.** Ten percent (10%) of all Owners, in person or by proxy, each in Good Standing, shall constitute a quorum for the transaction of business at any Annual Meeting or Special Meeting of the Owners, except where otherwise required by the Covenants or these Bylaws. Voting is by simple majority unless otherwise specified in the Covenants or these Bylaws.



- 4.5 **Absence of Quorum for Meetings.** If a quorum, as required by Article IV, subsection 4.4 of these Bylaws, is not met, a Special Meeting will be called by the Board within ten (10) days of the original meeting. If, however, such quorum shall not be present at the subsequent Special Meeting as called by the Board, the Owners shall have the power to adjourn the Special Meeting from time-to-time without notice other than an announcement at the Special Meeting until a quorum as aforesaid shall be present or be represented.
- 4.6 **Absence of Quorum for Assessment Voting.** If a quorum of ten percent (10%) of the Owners is present, either in person or by proxy, but does not meet the quorum required to vote on a proposed assessment increase or decrease, and a majority of the Owners present, in person or by proxy, approve the proposed assessment action, as required by Article IV, and Article V, of the Meadows of Winterset Homes Association Amended and Restated Declaration filed with the Jackson County Recorder of Deeds on August 13, 2024, as Instrument No. 2024E0053954, the meeting shall be recessed and the Board shall initiate a vote for the proposed assessment by electronic means within ten (10) days of the recessed meeting. Owners shall be notified electronically fifteen (15) days prior to any vote as described herein, and shall have seven (7) days from the beginning of the voting period to cast their vote.
- 4.7 **Methods of Voting.** One (1) vote per Lot in Good Standing shall be allowed as outlined in Article II of the Declaration. Each Owner may vote in person or by one of the following methods, where applicable:
- 4.7.1 **Proxy.** Owners may designate another Owner to cast their vote via proxy in accordance with these Bylaws and resolutions of the Board. Proxies shall be in writing and must be filed with the Secretary of the Homes Association prior to the meeting at which time the proxy is to be effective. Every proxy shall be revocable and shall automatically cease upon conveyance by an Owner of such Owner's Lot.
- 4.7.2 **Electronic.** Electronic voting may be used for the specific purpose of voting on Assessments as defined in Article IV, and Article V, of the Meadows of Winterset Homes Association Amended and Restated Declaration filed with the Jackson County Recorder of Deeds on August 13, 2024, as Instrument No. 2024E0053954, and the conditions described in Article IV, subsection 4.6, of these Bylaws are met.
- 4.7.2.1 Quorum is established when the required percentage of Owners, as specified in the governing documents, submit votes within the designated voting period.
- 4.7.2.2 The electronic voting system or method used must be capable of verifying the identity of each voting member and ensuring that each member votes only once. The method must maintain the confidentiality of individual votes while providing a verifiable record of participation and results.



4.7.2.3 Results of the electronic vote shall be certified by the Secretary or a designated officer and reported to the Owners as soon as possible, but in no circumstances later than forty-eight (48) hours of the closing of the vote. The results shall also be entered into the minutes of the next Board meeting.

4.7.2.4 All records of the vote, including notices, ballots, and results, shall be retained in accordance with the Association's document retention policy.

4.7.2.5 Notwithstanding anything contained in the Covenants or these Bylaws, electronic proxy votes will not be accepted.

## **ARTICLE V BOARD OF DIRECTORS**

5.1 **General Authority.** The affairs of the Homes Association shall be managed by its Board of Directors, elected to the offices as stated herein. The Officer/Directors of the Homes Association shall serve as its Board of Directors (each an "**Officer/Director**" and collectively the "**Board**").

5.1.1 The Board shall be responsible for the control and management of the affairs, property, and interest of the Homes Association.

5.1.2 The Board may create and appoint committees to assist the Officer/Directors in the conduct of the Homes Association's affairs.

5.1.3 No member of the Board shall incur any liability for or on behalf of the Homes Association without prior approval of the Board.

5.2 **Number and Qualifications.** There shall be five (5) Officer/Directors. Each Officer/Director shall be a natural person of full age and shall be an Owner in Good Standing. No Officer/Directors shall be Owners of the same Lot.

5.3 **Nomination of Officer/Directors.** Nomination for election of the Officer/Directors may be made by a nominating committee. Nominations may also be made from the floor at the Annual Meeting of the Owners. The nominating committee shall consist of two (2) or more Owners of the Homes Association. The nominating committee may make as many nominations for election of the Officer/Directors as deemed appropriate.

5.4 **Election of Officer/Directors.** Election shall be by secret written ballot at the Annual Meeting. One (1) vote per Lot of an Owner in Good Standing shall be allowed as outlined in Article IV of these Bylaws. The persons receiving the largest number of votes shall be elected as long as a quorum has been met. Cumulative voting is not permitted.

5.5 **Board of Directors.** The Officer/Directors elected at the Annual Meeting shall serve as elected to the following offices:



5.5.1 **President.** The President 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, contracts, and other written instruments and shall sign or co-sign promissory notes or other instruments on behalf of the Homes Association unless otherwise stated herein. The President or his/her designee shall be a non-voting Member of all committees.

5.5.2 **Vice-President.** The Vice-President 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

5.5.3 **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners and communicate such minutes with the Owners within two (2) weeks of the meeting; keep current records showing the Owners of the Homes Association together with their addresses, and perform such other duties as required by the Board.

5.5.4 **Treasurer.** The Treasurer shall oversee the financial undertakings of the management company on behalf of the Homes Association; prepare an annual budget and present to the Board for approval no later than April of each year; provide a minimum of a quarterly statement to the Owners no later than thirty (30) days after the end of the quarter; provide a statement of income and expenditures to the Owners at its Annual Meeting.

5.5.5 **Director at Large.** The Director at Large shall be assigned duties and responsibilities as prescribed by the President as mandated by specific circumstances or events.

5.6 **Term of Office.** At the Annual Meeting of the Owners, the Owners shall elect the Officer/Directors to serve for a term of two (2) years with staggered elections (three (3) Directors in one (1) year and two (2) in the next year) each in accordance with Article IV of these Bylaws. The President, Treasurer and Secretary shall not all be elected in the same election cycle.

5.6.1 To adjust the Terms of Office set forth in these bylaws, terms moving forward shall be as follows and repeated as in years 2027 and 2028 these bylaws are otherwise amended.

|                       | 2024    | 2025    | 2026    | 2027    | 2028    |
|-----------------------|---------|---------|---------|---------|---------|
| <b>President</b>      |         | 1 Year  | 2 Years |         | 2 Years |
| <b>Vice President</b> | 2 Years |         | 1 Year  | 2 Years |         |
| <b>Secretary</b>      |         | 2 Years |         | 2 Years |         |
| <b>Treasurer</b>      |         | 2 Years |         | 2 Years |         |
| <b>At Large</b>       | 2 Years |         | 2 Years |         | 2 Years |

5.7 **Removal.** Any Officer/Director elected by the Owners may be removed from the Board with or without cause by a vote of the Owners at a Special Meeting called for that purpose as defined in Article IV herein. Any Officer/Director elected to the Board



- following the adoption of these Bylaws may be removed for missing more than two (2) regular Board meetings by a majority of the Officer/Directors then in office. With cause may include violations of any code of ethics that may be adopted by the Board of Directors, governing their conduct.
- 5.8 **Resignation.** Any Officer/Director may resign at any time by giving written notice to the Board, President or Secretary.
- 5.9 **Vacancy.** The board shall declare any vacancy. A vacancy in any office may be filled by appointment by the Board. The Officer/Director appointed to this vacancy shall serve for the remainder of the term of the Officer/Director he/she replaces.
- 5.10 **No Multiple Offices.** No person shall simultaneously hold more than one (1) Director/Officer position.
- 5.11 **Compensation.** No Officer/Director shall receive compensation for any service which may be rendered to the Homes Association as a director. However, any Officer/Director may be reimbursed for reasonable expenses incurred in the performance of duties of office.
- 5.12 **Ethics.** The Board shall execute, upon the change of any Officer/Director, an ethical document as prepared and approved by the Board which shall be complied with during the term. Failure to comply may be cause for removal.

## **ARTICLE VI MEETING OF OFFICER/DIRECTORS**

- 6.1 **Annual Meetings.** Annual Meetings of the Board shall be held following the Annual Meeting of the Owners at such time as may be fixed by the Board.
- 6.2 **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.
- 6.3 **Special Meetings.** Special Meetings of the Board shall be held when called by the President of the Homes Association or by any two (2) Officer/Directors after not less than three (3) days' notice to each Officer/Director.
- 6.4 **Quorum.** The majority of the number of Officer/Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by majority of the Officer/Directors present at a duly held meeting in which a quorum is present shall be regarded as an act of the Board. No Officer/Director shall vote by proxy at any board meeting.
- 6.5 **Action Taken Without a Meeting.** The Officer/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 approval of four (4) of the five (5) Officer/Directors. Any action so approved shall have the same effect as though taken at a meeting of the Officer/Directors. Any said action



taken pursuant to this section shall be incorporated into the meeting minutes of the next regular Board meeting.

## **ARTICLE VII DUTIES OF THE OFFICER/DIRECTORS**

- 7.1 Authority.** The Board shall have the right and authority to do and perform all such acts as outlined in Article III of the Declaration or other acts as may be deemed necessary or appropriate to act in the best interest of the Homes Association. In addition to and in compliance with those duties mentioned above the board may:
- 7.1.1 Enforce these Bylaws, the Declaration, the Declaration of Restrictions, the Articles of Incorporation, the Rules and Regulations and such other statutes and ordinances as are applicable;
  - 7.1.2 Exercise for the Homes Association all powers, duties and authority vested in or delegated to the Homes Association and not reserved to the Ownership by any other provision of these Bylaws, the Articles of Incorporation, the Declaration or Declaration of Restrictions;
  - 7.1.3 Do such other things and act not inconsistent with these Bylaws, the Declaration, the Restrictions, the Homes Association's Articles of Incorporation and any published rules or regulations;
  - 7.1.4 Adopt and publish rules and regulations governing the use of the Common Areas and facilities and the personal conduct of the Owners and their guests thereon and to establish penalties for infraction thereof;
  - 7.1.5 Suspend the voting rights and the rights to use the Common Areas of any Owners for a period in which the Owners shall be in default in the payment of any Assessment levied by the Homes 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;
  - 7.1.6 Supervise all agents and employees of the Homes Association and to see that their duties are properly performed;
  - 7.1.7 Keep a complete record of all of its acts and corporate affairs.
  - 7.1.8 Issue or cause an appropriate Officer/Director 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;



7.1.9 Cause all Officer/Directors and employees handling fiscal responsibilities to be bonded as it may deem appropriate;

7.2 **Execution of Documents.** All agreements, contracts, deeds, leases, checks and other instruments of the Homes Association for expenditures or obligations in excess of Five Hundred Dollars and 00/100 cents (\$500.00), and all checks drawn upon reserve accounts, shall be approved by the Board. All such instruments for expenditures or obligations of Five Hundred Dollars (\$500.00) or less, except from reserve accounts, may be executed by any one (1) Officer/Director designated by the Board.

7.3 **Board of Directors as Attorney-in-Fact.** The Board is hereby irrevocably appointed as agent and attorney-in-fact for all of the Owners of all of the Lots and for each of them, to manage, control and deal with the interests of such Owners 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, each mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Homes 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 VIII COMMITTEES**

8.1 **Committees.** The Board may establish committees to be formed from Owners.

8.1.1 The President or an appointed Board member will be a liaison to each committee.

8.1.2 The chairman of a committee shall be appointed by the Board or selected by the Owners who have volunteered to serve on the committee. Committee Chairpersons may attend Board meetings and report on committee activities.

8.1.3 A committee will adopt guidelines including a Code of Conduct.

## **ARTICLE IX INDEMNIFICATION OF OFFICER/DIRECTORS**

9.1 **Indemnification in Actions by Third Parties.** The Homes 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 Homes Association) by reason of the fact that such person is or was an Officer/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 Homes Association in accordance with section (9.4) of this Article IX, 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 Homes 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 Homes 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 Homes 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.

**9.2 Indemnification in Derivative Actions.** The Homes 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 Homes Association to procure a judgment in its favor by reason of the fact that such person is or was an Officer/Director of the Homes Association against amounts paid in settlement thereof (provided that such settlement and all amounts paid in connection therewith are approved in advance by the Homes Association in accordance with section (9.4) of this Article IX, 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 Homes Association, except that no indemnification under this section (9.2) shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged liable to the Homes 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.

**9.3 Indemnification for Expenses.** Notwithstanding the other provisions of this Article IX, to the extent that a person who is or was serving as an Officer/Director of the Homes Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections (9.1) and (9.2) of this Article IX (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 Officer/Director in connection therewith.

**9.4 Determination of Right to Indemnification.** Prior to indemnifying an Officer/Director pursuant to the provisions of sections (9.1) and (9.2) of this Article IX, unless ordered by a court and except as otherwise provided by section (9.3) of this Article IX, the Homes Association shall determine that such person has met the specified standard of conduct entitling such person to indemnification as set forth under sections (9.1) and (9.2) of this



Article IX. Any determination that a person shall or shall not be indemnified under the provisions of sections (9.1) and (9.2) of this Article IX shall be made by the (i) Board 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 Officer/Director(s) so directs, by independent legal counsel in a written opinion, or (iii) by the Owners of the Homes Association, and such determination shall be final and binding upon the Homes 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 Homes 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 Homes 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).

9.5 **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 Homes 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 Homes Association. Notwithstanding the foregoing, no advance shall be made by the Homes 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 Owners of the Homes Association that, based upon the facts known to the Board, counsel or Owners of the Homes Association at the time such determination is made, such person acted in bad faith and in a manner that such Officer/Director did not believe to be in or not opposed to the best interests of the Homes Association or, with respect to any criminal proceeding, that such Officer/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, Owners or independent legal counsel reasonably determines that such person deliberately breached such person's duty to the Homes Association or its Owners.

9.6 **Nonexclusivity.** The indemnification and advancement of expenses provided by, or granted pursuant to, this Article IX 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 Owners of the Homes Association or disinterested Officer/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 Homes 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 IX shall continue as to a person



who has ceased to be an Officer/Director and shall inure to the benefit of the heirs, executors, administrators and estate of such person.

9.7 **Insurance.** Upon resolution passed by the Board, the Homes Association may purchase and maintain insurance on behalf of any person who is or was an Officer/Director of the Homes 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 Homes Association would have the power to indemnify such person against such liability under the provisions of this section.

9.8 **Vesting of Rights.** The rights granted by this Article IX 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 an Officer/Director of the Homes Association and while this Article IX may be amended or repealed, no such amendment or repeal shall release, terminate or adversely affect the rights of such person under this Article IX 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.

9.9 **Definition of Defense.** For the purpose of this Article IX, 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.

9.10 **Severability.** If any provision of this Article IX 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/Director of the Homes Association is entitled under any provision of this Article IX to indemnification by the Homes 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 Homes Association shall nevertheless indemnify such person for the portion thereof to which such person is entitled.

## **ARTICLE X**

### **USE OF HOMES ASSOCIATION PROPERTY OR INCOME**

In no event shall the property or income or the Homes Association inure to the personal financial benefit of any Officer/Director (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 Homes 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 XI BOOKS AND RECORDS**

The books and records and papers of the Homes Association shall at all times, during reasonable business hours, be subject to inspection by any Owners of the Homes Association. The Covenants, the Articles of Incorporation and these Bylaws shall be available for inspection by any Owners on the Homes Association's website.

## **ARTICLE XII CORPORATE SEAL**

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

## **ARTICLE XIII AMENDMENTS**

These Bylaws may be amended at an Annual or Special Meeting of the Owners, by a vote of the majority of a quorum of the Owners, present in person or by proxy. 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 Declaration of Restrictions and these Bylaws, the Declaration or the Restrictions shall control as appropriate.

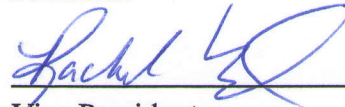
## **ARTICLE XIV MISCELLANEOUS**

- 14.1 **Fiscal Year.** The fiscal year of the Homes Association shall begin the first day of June and end on the 31st day of May of every year.
- 14.2 **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.
- 14.3 **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.
- 14.4 **Construction.** These Bylaws are intended to comply with all of the applicable provisions of Missouri Law and shall be so interpreted and applied.



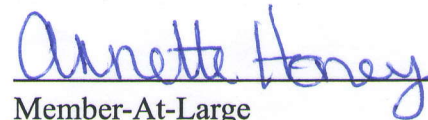
IN WITNESS WHEREOF, We, being the current Officer/Directors of The Meadows of Winterset Homes Association, Inc., have executed these By-Laws this 2nd day of, September 2025.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Member-At-Large



**EXHIBIT "1"**  
**Corporate Secretary Attestation of Vote**

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

1. On the 2nd day of, September 2025, a regular meeting of the Owners of The Meadows of Winterset Homes Association, Inc. (the "Association") was held pursuant to proper notice at which a quorum of the Owners, were present in person or by proxy.
2. During the course of the regular meeting, the 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 Owners, a vote was held to adopt the foregoing Amended and Restated Bylaws.
4. The vote of the Owners resulted in approval of the foregoing Amended and Restated Bylaws by the following:

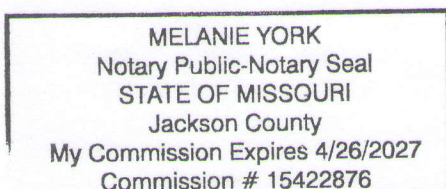
48 Votes in favor      2 Votes against

7. The ballots of the vote are and shall be maintained in the corporate records of The Meadows of Winterset Homes 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 Homes Association, Inc.

*Abram L. Titus*  
Secretary

Subscribed and sworn to before me this 8th day of, SEPTEMBER 2025.



*Melanie York*  
Notary Public

My Commission Expires: 04/26/2027