

**BY-LAWS OF THE
MILLWOOD PROPERTY OWNERS
ASSOCIATION, INC.**

**ARTICLE I
NAME and LOCATION**

The name of the Corporation is: MILLWOOD PROPERTY OWNERS ASSOCIATION, INC., a nonprofit corporation organized under the laws of the State of Missouri. The office of the Association and of the Board will be located at such place as may be designated from time to time by the Board. The initial address of the Association is: 6000 S. AB Highway, Springfield, Missouri 65809.

**ARTICLE II
DEFINITIONS, PURPOSES, and ASSENT**

1. **Definitions.** The definitions in the Millwood Declaration of Covenants, Conditions and Restrictions dated November 25, 1994 and recorded in book 2359 at page 1047 in the office of the Recorder of Deeds for Greene County, Missouri, as amended, supplemented or restated from time to time by instruments properly recorded in said office of the Recorder of Deeds for Greene County, Missouri (the "Declaration") will apply to these By-Laws and all defined terms used in these By-Laws will have the same meaning as the defined terms used in the Declaration, unless these By-Laws or the context of these By-Laws clearly indicate otherwise.

2. **Purposes.** The specific purposes for which the Association is formed are set forth in the Declaration and in the Articles of Incorporation of the Association dated May 28, 1997 and filed with the Corporation Division of the Missouri Secretary of State, as the same may be lawfully amended from time to time (the "Articles").

3. **Assent.** All present or future Owners, their families, guests and invitees, present or future tenants, their families, guests and invitees and any other person using the facilities of the Property in any manner are subject to the Declaration, the Articles, these By-Laws and the rules and regulations of the Association. The acquisition or occupancy of any Lot will constitute ratification and acceptance of these By-Laws and an agreement to comply therewith and the rules and regulations adopted by the Board.

**ARTICLE III
THE ASSOCIATION MEMBERS**

1. **Membership in the Association.** Every Owner, including the Declarant, shall be a member of the Association and have such vote as is provided in the Declaration. Whenever any person shall cease to be a Member, it shall not relieve or release that person from any liability or obligation incurred as a Member of the Association prior to the time that membership ceases, nor impair any rights or remedies that the Board or others may have against the former Member arising out of ownership of a Lot or Tract and membership in the Association.

2. **Place and Frequency of Meetings.** Meetings of the Association membership will be held at least once each year and all meetings shall be held at such place in Greene County, Missouri at such time as the Board may determine.

3. **Annual Meetings.** The first annual meeting of the Association will be held at the call of the initial Board. Each subsequent annual meeting of the membership will be held in the last calendar quarter of the year at such time and place as set by the Board. At the annual meeting of the Members, there shall be an election of Directors, presentation of the budget for the upcoming calendar year, and a transaction of such other business of the Association as may properly come before the meeting.

4. **Special Meetings.** Special meetings of the Members may be called at any time by the President of the Association or by a majority of the Board or by a written demand presented to any corporate officer for a special meeting describing the purpose or purposes for which it is to be held, signed and dated by persons representing at least five percent (5%) of the total votes in the Association. The close of business on the thirtieth (30th) day before delivery of the demand for a special meeting to a corporate officer is the record date for the purpose of determining whether the five percent requirement (5%) has been met. If such a written demand for a special meeting by the holders of five percent (5%) of the voting power is presented as aforesaid, notice of a special meeting shall be given within thirty (30) days after the date the written demand has been delivered to the corporate officer and if such notice is not given, then a person signing the demand may set the time and place of the meeting and give notice of the special meeting as otherwise required. No business shall be conducted at any special meeting unless it shall be within the purpose or purposes described in the meeting notice.

5. **Notice of Meetings.** Notice of annual and special meetings shall be in writing delivered to the members stating the place, date and time of the meeting. If the notice is hand delivered to the Member, the notice shall be delivered at least ten (10) days prior to the date of the meeting and if the notice is given by mail, it shall be by First Class or Registered Mail, deposited in the mail at least fifteen (15) days prior to the date of the meeting. In the event that there is more than one Member residing at an address, the notice may be addressed to all of the Members at that address and need not be given separately to each Owner/Member. In the event any meeting shall be adjourned to a different date, time or place, no new notice need be given of the new date, time or place if it is announced at the meeting before adjournment. Notice of a meeting shall contain a description of any matter or matters which must be approved by the Members under Chapter 355, Sections 416, 476, 561, 596, 631, 656, 666, and 671 RSMo.

6. **Record Date.** The Board may fix a future date as the record date for determining the Members entitled to notice of a meeting of the Association, for determining the Members entitled to vote at a meeting and for determining the Members entitled to exercise any rights with respect of any other lawful action.

7. **Quorum.** A quorum is deemed to be present throughout any meeting of the Association if persons entitled to cast twenty percent (20%) of the total votes of the Association are present, in person or by proxy, at the beginning of the meeting.

8. **Majority Vote Wins.** Unless otherwise required by the law of the State of Missouri or by the Declaration or Articles, if a quorum is present at a meeting of the Members of the Association the affirmative vote of the majority of the votes represented and voted which affirmative vote also constitutes a majority of the required quorum, constitutes approval and it is the act of the Members.

9. **Cumulative Voting.** There shall not be cumulative voting for any purpose including election of the Board, except as specifically required by the Declaration or Articles.

10. **Proxy Voting.** A vote of any Owner may be cast pursuant to a written proxy duly executed by the Owner. No proxy may be revoked except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revokable without notice. A proxy terminates one (1) year after its date unless it specifies a shorter term.

11. **Voting by Multiple Owners.** Since the Owner of a Lot or Tract may be more than one person, if only one of such persons is present at a meeting of the Association that person shall be entitled to cast the votes appertaining to that Lot or Tract. If more than one of such persons is present, the vote appertaining to that Lot or Tract shall be cast only in accordance with the agreement of a majority of them, and such consent shall be conclusively presumed if any one of them purports to cast such vote without protest being made forthwith by any of the others to the person presiding over the meeting. As applied to an Owner which is not a natural person, the word "person" shall be deemed for the purposes of this section to include any natural person having authority to execute deeds on behalf of such Owner.

12. **Voting Requirements.** An Owner shall be deemed to be in good-standing and entitled to vote at any annual or special meeting of the Association if and only if such Owner shall have fully paid all assessments made or levied and due against such Owner by the Board as hereinafter provided, together with all interest, costs, attorney's fees, penalties and other expenses, if any, properly chargeable to such Owner, at least three (3) days prior to the date fixed for the meeting.

13. **Conduct of Meetings.** The President, or a designated alternative, shall preside over all meetings of the Association and the Secretary shall keep the minutes of each meeting and shall record all transactions occurring and all resolutions adopted at the meeting.

ARTICLE IV. **THE ASSOCIATION BOARD**

1. **Initial Board.** The initial Board shall have those members designated in the Articles.

2. **Board after the Initial Board - Membership, Number, Terms.** At the first annual meeting of the Association, the Members shall elect a Board according to the procedure set forth in the Articles. Each member of the Board (hereinafter referred to as a "Director") shall serve until their successor has been elected and qualified. Qualifications for Directors shall be as set forth in the Declaration and Articles. A vacancy on the Board may be filled by the majority vote of the remaining Directors until the next annual meeting of the Association at which time Directors are to be elected.

3. **Timing and Mode of Elections.** All elections for Directors shall be held at the annual meeting of the Association. Those nominees receiving a majority vote determined as set forth in paragraph 8 of Article III of these By-Laws shall be elected to membership on the Board.

4. **Removal of a Member From the Board.** Directors may be removed by a two-thirds (2/3) majority vote of all Members present and entitled to vote at any meeting of the Association at which a quorum is present.

ARTICLE V.
MEETINGS OF THE BOARD

1. **Regular Meetings.** Regular meetings of the Board shall be held at such regular times as set by the Board, at such place and hour as may be fixed from time to time by the Board, but such meetings shall be held no less frequently than once each calendar year. In the event there shall be only one (1) regular meeting, it shall be that meeting held in the last quarter of the calendar year at which the Board adopts a budget for submission to the Members of the Association. Should a regularly scheduled meeting fall upon a legal holiday, that meeting will be held at the same time on the following day that is not a legal holiday.

2. **Special Meetings.** Special meetings of the Board will be held when called by the President of the Association or by any two (2) Directors, upon at least three (3) days' prior notice to each Director. The notice will specify the date, time, place, and purpose of the meeting.

3. **Waiver of Notice of Meeting.** A Director may at any time waive any notice of any meeting of the Board. Unless the waiver be by attendance at the meeting the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or records of the Association. A Director also waives notice of a meeting by participation at the meeting unless the Director upon arriving at the meeting or prior to a vote on the matter not contained in the notice objects to the lack of notice and does not vote for or assent to the objected action.

4. **Action Without a Meeting** Action which may be taken at a Board meeting may be taken without a meeting if all of the Directors assent to the action. The action must be evidenced by one or more written consents describing the action signed by each Director, included in the minutes and filed with the corporate records. Action taken without a meeting as provided herein shall be effective when the last Director signs the consent, unless the consent specifies a different effective date. Actions without a meeting taken by consent as described herein have the effect of a meeting vote and may be described as such in any document.

5. **Quorum.** A quorum is present throughout any meeting of the Board if Directors entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting.

6. **Required Vote.** When a quorum is present at a meeting of the Board a motion or other action shall be deemed adopted by the Board if the affirmative vote of a majority of the Directors present is received in favor of the matter before the Board.

7. **Powers and Duties of the Board.**

a. **In General** The affairs and business of the Association shall be managed by the Board, which shall have all of those powers to act upon the behalf of the Association set forth in the Declaration and Articles and shall have all of the powers that an executive board may have to act on behalf of the Association as provided in the "Missouri Non-Profit Corporation Act," Chapter 355 RSMo.

b. **Specific Powers and Duties** Without limiting the generality of the powers and duties as set forth in subsection a of this Article, the Board will have the following powers and duties in each case subject only to applicable requirements of the Declaration, the Articles and "Missouri Non-Profit Corporation Act":

- 1) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration.
- 2) To establish, make, amend from time to time, and enforce compliance with such reasonable rules and regulations as may be necessary for the operation, use, and occupancy of the Common Area, subject to the provisions of the Declaration. A copy of those rules and regulations will be delivered or mailed to each Owner promptly after adoption.
- 3) To keep in good order, condition, and repair all the Common Area and all items of personal property, if any, used in the enjoyment of the Common Area.
- 4) To fix, determine, levy, and collect the prorated annual assessments to be paid by each of the Members toward the Common Expenses, and to adjust, decrease or increase the amount of the assessments, and to credit any excess of assessments over expenses and cash reserves to the Members against the next succeeding assessment period.
- 5) To designate and remove personnel necessary for the operation, maintenance, repair, and replacement of the Common Area.
- 6) To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments will be in statement form and will set forth in detail the various expenses for which the special assessments are being made.
- 7) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Declaration and these By-Laws; and to exercise other remedies for delinquent assessments as set forth in the Declaration.
- 8) To borrow funds in such amounts as are necessary from time to time to meet the reasonable needs and requirements of the Common Area when the funds required exceed the amount which the Board feels it reasonable to secure through a single annual assessment or single special assessment. No funds shall be borrowed without first submitting the amount thereof and the purposes for which the funds will be expended to a vote of the Owners at a regular or special meeting and receiving the approval of the Owners at that meeting. In the event that the Owners shall approve all or part of the funds to be borrowed, the Board may therefore borrow the funds and authorize the appropriate officers to execute the appropriate documents. The repayment of the borrowed funds shall be obtained by including in the annual assessments thereafter such amounts in each such annual assessment as shall be necessary to pay the interest and principal in the amount borrowed for the term of the loan which shall be substantially in accordance with the approval given by the Owners.
- 9) To dedicate, sell, or transfer all or any part of the Common Area to any public governmental or quasi-governmental agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members and subject to such additional limitations as may be set forth in the Declaration.

- 10) To enter into contracts within the scope of their duties and powers.
- 11) To establish a bank account for the operating account of the Association and for all separate funds as required or deemed advisable by the Board.
- 12) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses, or disbursements and to permit examination thereof by Owners or their mortgagees during convenient weekday business hours.
- 13) To cause any and all access roads, parking areas, drainage facilities and roadways within the Common Area to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration.
- 14) To maintain the lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located on the Common Area for the benefit of the Owners.
- 15) To cause to be maintained the insurance coverage (including without limitation fidelity insurance, or in its place, a bond covering the manager, the Board, the officers and any other persons charged with handling Association funds) as may be necessary to comply with the requirements of the Declaration and these By-Laws.
- 16) In general, to carry on the administration of the Association and to do all those things necessary and responsible to carry out the purposes of the Association, all in accordance with the Declaration and the Articles.
- 17) To prepare a budget before the close of each calendar year as hereinafter set forth and as provided in the Declaration.

c. **Managing Agent** The Board may employ, or contract with, any contractor, professional manager or management firm ("Manager") for a fee or compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to the duties listed in Section 6b of this Article IV. The Board may delegate to the Manager all of the powers granted to the Board by these By-Laws, subject to the terms of the Declaration and Articles.

d. **Accounting** The Board shall be required to account from time to time to the Owners for its expenditures and shall:

- 1) Not commingle cash accounts of the Association with any other accounts.
- 2) Disclose any financial or other interests that a member of the Board may have in any firm (other than Declarant) providing goods or services to the Association.
- 3) Provide by the 1st day of February in every calendar year a balance sheet as of December 31st of the year preceding.

e. Hearing Procedure. The Board will not impose a fine, suspend voting privileges or suspend any right of an Owner or other occupant of the Property for violation of rules and regulations or of the provisions of the Declaration other than for nonpayment of a delinquent assessment unless and until the procedure below is followed:

1) Notice. A written notice of the violation and a demand that the violation cease will be hand delivered to the violator or mailed to the violator's address. If within five (5) days from the delivery of the notice or the mailing of the notice, the violator shall request in writing a hearing by the Board, the Board shall thereupon set down a hearing on the alleged violation to be held no more than fifteen (15) days after the request for the hearing nor sooner than five (5) days. Notice of the time and place of the hearing shall be given to the violator by mail or hand delivery as provided for the original notice of violation.

2) Action of the Board Following Hearing. If after hearing the Board shall determine that the violation has ceased and is not likely to occur again or that no violation occurred, the Board shall dismiss the proceeding. If the Board finds, after that hearing that the violation has occurred, and is continuing, or is likely to occur again the Board may proceed with the imposition of the intended fine, suspended voting privilege or other similar action proposed in the original notice. Hearing shall be informal and no record of the hearing shall be made unless requested by the alleged violator.

f. Officers and Their Duties

1) Enumeration of Officers. There shall be a President and Secretary of the Association and there may be a Vice President, Treasurer and other officers as the Board may from time to time create by resolution.

(a) Election of Officers. The officers shall be elected by the Board at its initial meeting, and thereafter annually at its first meeting following the annual meeting of the Members of the Association.

(b) Term. The officers of the Association shall hold office from the time of their election until the first meeting of the Board following the next annual meeting of the Members of the Association or until their successors are otherwise duly elected and qualified.

(c) Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer who resigns shall give written notice to the Board, the President, or the Secretary. Resignations will take effect on the date of receipt of notice thereof or at any later time specified in the notice and if not otherwise specified in the notice, the acceptance of the resignation will not be necessary to make it effective.

(e) *Vacancies.* A vacancy in an office may be filled by appointment by the Board. A person appointed to an office to fill a vacancy will serve for the remainder of the term of the office vacated.

(f) *Multiple Offices.* Any two or more offices may be held by the same person except that the office of the President and Secretary may not be held by the same person.

(g) *Duties.* The duties of the officers are as follows:

i.) *President.* The President will preside at all meetings of the Association and the Board; see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; co-sign all promissory notes; cause to be prepared and executed, certify, and record amendments to the Declaration on behalf of the Association; and exercise and discharge such other duties as may be required of the President by the Board.

ii.) *Vice President.* The Vice President will act in the place and stead of the President in the event of his absence, inability or refusal to act, and will exercise and discharge such other duties as may be required by the Board.

iii.) *Secretary.* The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and place it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records listing the Members together with their addresses; and perform such other duties as required by the Board. The Secretary shall also perform the duties of the Treasurer in the event that a Treasurer is not elected.

iv.) *Treasurer.* The Treasurer will receive and deposit in appropriate bank accounts all monies of the Association and will disburse such funds as directed by resolution of the Board; sign all checks of the Association unless the Board specifically directs otherwise, and co-sign all promissory notes of the Association; keep proper books of account; at the direction of the Board, cause an annual audit of the Association books to be made by a public accountant at least once in every three fiscal years; and prepare an annual budget and a statement of income and expenditures to be presented to the Members at their regular annual meeting, and deliver or make copies available to each of the Members.

ARTICLE VI

INDEMNIFICATION

1. **Scope of Indemnification.** To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every member of the Board, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a Director, officer, employee, fiduciary, or agent of any other foreign or domestic corporation or of any partnership, joint venture, trust, or other enterprise or

employee benefit plan against liability asserted against or incurred by that person in that capacity or arising out of that person's capacity as such. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring before the date of incorporation of the Association.

2. **Settlements.** In the event of a settlement, the Association will provide indemnification for those matters covered by the settlement only if counsel advises the Association that the person to be indemnified had not been guilty of the alleged actions or omissions in the performance of the person's duties for the Association.

3. **Does Not Exclude Other Rights.** The foregoing rights will not be exclusive of other rights to which the member of the Board or officer or other person may be entitled.

4. **Treated as Common Expense.** All liability, loss, damage, cost, and expense arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a Common Expense.

ARTICLE VII

OPERATION OF THE COMMON AREA

1. **Determination of Common Expenses and Assessments against Owners.**

a. **Fiscal Year.** The fiscal year of the Association shall consist of a 12-month period commencing on January 1 of each year and terminating on December 31 of the same year, except that the first fiscal year of the Association shall begin on the date of organization and terminate on December 1 of that year. The fiscal year herein established shall be subject to change by the Board.

b. **Preparation and Approval of Budget.** Each year the Board shall adopt a budget for the Association containing an estimate of the total amount which it considers necessary to pay the costs of maintenance, management, operation, repair and replacement of the Common Area and the costs of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Declaration, the Articles, these by-laws or a resolution of the Association, and which will be required during the ensuing fiscal year. Such budget shall also include such reasonable reserves as the Board considers necessary to provide a general operating reserve and reserves for contingencies and replacements. The Board shall make a reasonable effort to send each Owner a copy of the proposed budget, in a reasonable itemized form which sets forth the amount of the Common Expenses payable by each Owner, at least 15 days in advance of the fiscal year to which the budget applies.

c. **Assessment and Payment of Common Expenses.** The total amount of the Common Expenses set forth in the budget shall be assessed against each Owner in proportion to the number of Assessment Units assigned to the Owner under the provisions of the Declaration and Articles.

d. **Effect of Failure to Prepare or Adopt Budget.** The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year shall not constitute a waiver or release in any manner of any Owner's obligation to pay the allocable share of the Common Expenses as herein provided. In the absence of any annual budget or adjusted budget, each Owner shall continue to pay the monthly charge at the then-

existing monthly rate established for the previous fiscal period until a new annual or adjusted budget shall have been adopted.

2. **Payment of Common Expenses.** All Owners shall be obligated to pay the Common Expenses assessed by the Board pursuant to the provisions of Section 1 of this Article VII. No Owner shall be exempt from liability for such assessments by abandonment or waiver of the use or enjoyment of any Lot or Tract or any of the Commons Area. No Owner shall be liable for the payment of any part of the Common Expenses assessed against such Owner's Lot or Tract subsequent to a sale, transfer or other conveyance thereof. The purchaser of a Lot or Tract, or a successor Owner by virtue of any such transfer shall be jointly and severally liable with the selling Owner for all unpaid assessments up to the time of conveyance, without prejudice to the purchaser's right to recover from the selling Owner; provided, however, that any such selling Owner shall be entitled to a signed and duly executed statement from the Board or Manager setting forth the amount of the unpaid assessments, and such purchaser shall not be liable for, nor shall the Lot or Tract be subject to any lien for, any unpaid assessments in excess of the amount set forth in the statement.

ARTICLE VIII.

NON-PROFIT CORPORATION

1. **No Distribution of Profits.** The Association is not organized for profit. No Member of the Association, Director, or person from whom the Association may receive any property or funds will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any Member of the Association or any Director.

2. **Compensation and Reimbursement.** Notwithstanding the foregoing:

- a. Reasonable compensation may be paid to any Member or Director acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association;
- b. Any Member or Director, may from time to time, be reimbursed for his actual reasonable expenses incurred with the administration of the affairs of the Association, and any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

ARTICLE IX.

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Association by a majority vote of all the voting power or by two-thirds (2/3) of the votes cast, whichever is less. No modification or amendment of these By-Laws may be adopted which shall be inconsistent with the provisions of the Declaration or Articles. In the event of any conflict between these By-Laws and the Declaration or Articles, the provisions of the Declaration and of the Articles shall prevail.