

**BYLAWS OF
STALEY MEADOWS HOMES ASSOCIATION**

**ARTICLE I
PURPOSES AND POWERS**

The undersigned **Staley Meadows, LLC**, a Missouri limited liability company, being the sole member of **Staley Meadows Homes Association**, does hereby state that the purposes of the **Staley Meadows Homes Association ("the Corporation" or "the Association")** shall be to manage the affairs of **Staley Meadows ("the Subdivision")** as stated in the Articles of Incorporation, the Amended and Restated Fairfield Gardens Declaration of Restrictions, and extension thereof, recorded in Book 5289 at Page 6 of the Records of Clay County, Missouri, the Amended and Restated Fairfield Gardens Homes Association Declaration, and any extensions thereof, recorded in Book 5289 at Page 7 of the Records of Clay County, Missouri and Amended and Restated Declaration of Covenants, Restrictions, Assessments and Easements of Fairfield Garden Villas, recorded in Book 7480 at Page 13 of the Records of Clay County, Missouri for the Subdivision (collectively the "**Restrictions and Covenants**"), as may be amended, from time to time. The Association shall have all powers to accomplish said purposes, including, without limitation, the power to contract for the maintenance, repair, and improvement of all common ground and easements in the Subdivision; the power to take all actions to comply with the rules, regulations, and laws regarding such matters; the power to hire agents, to borrow money and enter contracts; the power to enforce the Restrictions and Covenants for the Subdivision; and the power to assess fees and other costs against the Members of the Association and the landowners in the Subdivision.

**ARTICLE II
OFFICES**

- A. **Principal Office.** The Principal office of the Association in the State of Missouri shall be located at 8901 N Brighton Ave., Kansas City, Missouri in Clay County, Missouri or at such location as determined by the Board of Directors. The Association may have such other offices within the State of Missouri as may from time to time be authorized by the Board of Directors.
- B. **Registered Office.** The registered office of the Association shall be such location as stated in the Association's Articles of Incorporation, as may be amended from time to time.

**ARTICLE III
MEMBERSHIP**

- A. **Members.** The Association shall have Members. Members of the association shall be each owner of a lot in the Subdivision so long as the assessments on each lot owned by the Member are current. If any assessments are not paid when due, the owner(s) of such lot shall not be voting members until the assessments and any late fees, interest, and other charges are paid in full. Each lot shall be entitled to one vote on any matter to be decided on by the Association, including, without limitation, the election of Board Members.

B. **Meetings.** The Members shall have an Annual Meeting, which shall be held, unless otherwise properly designated by the Board of Directors or Membership in compliance with Missouri law, in the 3rd fiscal quarter on a date to be established by the Board of Directors, of each year. In addition, Membership meetings may be held by call of the Board of Directors, or call of over one-half of the voting power in the Association, or as otherwise provided by Missouri law. The Membership of the Association may participate in meetings by proxy vote or by absentee ballot. One lot owner for each of the majority of lots within the Subdivision shall constitute a quorum for the transaction of business at any meeting of the Members. The act of the majority of the lots (one vote per lot) at a meeting of the Members at which a quorum is present shall be the act of the Members unless a greater number is required under the Articles of Incorporation, these Bylaws or any applicable laws of the State of Missouri.

C. **Action without Meetings.** Any action which is required to be or may be taken at a meeting of the Members may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Members. The consent shall have the same force and effect as a unanimous vote at a meeting duly held. The consents shall be filed with the Secretary.

D. **Notice.** Notice is not required for the Members' Regular Meeting. Notice of any special meeting shall be given at least five days prior thereto by written notice delivered personally or mailed to each Member at such Member's business or home address. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Member may waive notice of any meeting. The attendance of a Member at any meeting shall constitute a waiver of notice of such meeting, except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Members need be specified in the notice or waiver of notice of such meeting.

ARTICLE IV BOARD OF DIRECTORS

A. **Management.** The affairs of the Association shall be managed, supervised and controlled by a Board of Directors. The first Board of Directors shall consist of three persons, who shall be vested with the power and authority to adopt the initial Bylaws of the Association and who shall hold office until their respective successors have been duly elected and qualified or until their respective earlier resignation or removal, all as provided in these Bylaws and the Restrictions and Covenants.

Thereafter, the number of directors shall consist of five persons, of lawful age and capacity, who shall be elected by a cumulative vote of the Members at the annual meeting or a special meeting called for that purpose. Two of the five directors shall be members of the Association owning property in Staley Meadows Villas. In the case of the death, resignation, removal, disability or inability for any other reason of any of the Directors to act, such vacancy shall be filled for the unexpired term of the Board of Directors.

B. **Term and Election of Directors.** The first Board of Directors shall serve until the Turnover Date, as defined in the Restrictions and Covenants. Each first director shall be appointed by the Developer as stated in the Restrictions or elected for a term of one year(s) and shall be elected at the Association's Annual Meeting.

At the first annual meeting following the Turnover Date, or a special meeting called for that purpose, the Membership shall select five directors, two for a term of one year, and two for a term of two years, and one for a term of three years. Thereafter, all directors shall be elected for three-year terms. A Director may resign at any time by delivering written notice to the Board of Directors or the President or Secretary of the Association; the resignation shall be effective at the time stated therein or if no such time is stated, upon delivery. Directors may be removed without cause by the vote of two-thirds of the Members of the Association. Vacancies occurring on the Board of Directors may be filled by the Directors then in office. Any director may succeed himself or herself indefinitely.

C. **Meetings.** The Annual Meeting of the Board of Directors of the Association shall be held at immediately after the annual member's meeting on the first Thursday of the month of June, of each year. All Board meetings shall be held at the principal office of the Association, or at such other place within or without the State of Missouri, as shall be designated by the President, or if not designated by the President, then as determined by the Board of Directors. The order of business for all meetings shall include: roll call, reading and approval of minutes from the previous meeting, correspondence, reports, old business, new business, adjournment. A majority of the incumbent Members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of the majority of the Directors at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors unless a greater number is required under the Articles of Incorporation, these Bylaws, or any applicable laws of the State of Missouri.

D. **Action without Meetings.** Any action which is required to be or may be taken at a meeting of the Board, may be taken without a meeting if consents in writing, setting forth the action so taken, are signed by all of the Members of the Board. The consent shall have the same force and effect as a unanimous vote at a meeting duly held. The consents shall be filed with the Secretary.

E. **Notice.** Notice is not required for the Directors' Regular Meetings. Notice of any special meeting shall be given at least five days prior thereto by written notice delivered personally or mailed to each Director at such Director's business or home address. If mailed, such notices shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

F. **Committees.** The Board of Directors may by resolution adopted by a majority of the Directors in office establish one or more committees, each of which shall consist of two or more Directors, under such terms and with such powers as shall be specified in such resolution.

ARTICLE V OFFICERS

A. **Number and Election.** The Officers of the Association shall be a President, a Secretary and a Treasurer. Each Officer may also be a member of the Board of Directors. The Officers shall be appointed by the Board of Directors at the Annual Meeting of the Members and shall serve for a one (1) year term. Where a vacancy occurs in an office, it shall be filled by the remaining Members of the Board for the unexpired term. To become an elected Board Member he/she must be a Member of the Association.

B. **President.** The President shall be the chief executive Officer of the Corporation. The President shall preside at all meetings of the Board of Directors, shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, with such prior authorization of the Board as may be required by these Bylaws, to execute such contracts, deeds, bonds and other evidences of indebtedness, leases and other documents as shall be required by the Association; and, in general, the President shall perform all such other duties incident to the office of President and chief executive Officer and such other duties as may from time to time be prescribed by the Board of Directors.

C. **Secretary.** The Secretary shall record and preserve the minutes of the meetings of the Board of Directors and all committees of the Board, shall cause notices of all meetings of the Board of Directors and committees to be given where required, and shall perform all other duties Incident to the office of Secretary or as from time to time directed by the Board of Directors or by the President.

D. **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds of the Association, shall deposit such funds in such bank or banks as the Board of Directors may from time to time determine, and shall make reports to the Board of Directors as requested by the Board. The Treasurer shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial transactions of the Association, that reports of such transaction are presented promptly to the Board of Directors, that all expenditures are made to the best possible advantage, and that all accounts payable are presented promptly for payment. The Treasurer shall further perform such other duties incident to the Office and as the Board of Directors or the President may from time to time determine.

F. **Removal and Resignation.** Any Officer may be removed, with or without cause, by the vote of two-thirds of the Members. Any Officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of a resignation shall not be necessary to make it effective. Officers shall serve until they are replaced in office.

ARTICLE VI GENERAL PROVISIONS

A. **Contracts, Etc. - How Executed.** Except as otherwise provided or restricted herein, the Board of Directors may authorize any Officer or Officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized, no Officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable peculiarly for any purpose or In any amount unless in the ordinary course of business.

B. **Loans.** No loans shall be contracted on behalf of the Association and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors. To the extent so authorized, any Office or agent of the Association may effect loans and advances at any time for the Association from any bank, trust company, or other institution, or from any firm, Association or individual, and for such loans and advances may make, execute, and deliver promissory notes, bonds or other evidences of indebtedness of the Association, and when authorized as aforesaid, may pledge, hypothecate or transfer any and all stocks, securities and other personal property at any time held by the Association as security for the payment of any and all loans, advances, Indebtedness and liabilities of the Association, and to that end may endorse, assign and deliver the same.

C. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association with such banks, bankers, trust companies or other depositories as the Board of Directors may select or as may be selected by any Officer or Officers, agent or agents of the Association to whom such power may be delegated from time to time by the Board of Directors.

D. **Checks, Drafts, Etc.** No withdrawals from the Association's accounts, or checks thereon, may be made unless authorized by the Board of Directors. Once authorized, all checks, drafts or other orders for the payment of money, notes, acceptances or other evidence of indebtedness Issued in the name of the Association, may be signed by the President, Vice President, Secretary, or Treasurer, but to bind the Association, such checks, drafts, or other orders must be signed by two Officers of the Association or other authorized agents of the Association. Endorsements for deposit to the credit of the Association in any of Its duly authorized depositories may be made without countersignature, by the President, Vice President, Secretary, or Treasurer, or by any other Officer or agent of the Association to whom the Board of Directors, by resolution, shall have delegated such power, or by hand-stamped Impression In the name of the Directors.

E. **General and Special Bank Accounts.** The Board of Directors from time to time may authorize the opening and keeping of general and special bank accounts with such banks, trust companies or other depositories as the Board of Directors may select and may make such rules and regulations with respect thereto, not Inconsistent with the provisions of these Bylaws, as they may deem expedient.

F. **Assessments.** The Association may levy and collect assessments from owners of the Subdivision in accordance with the Restrictions and Covenants. The Initial annual assessment is

Four Hundred Fifteen Dollars (\$415.00) and is due and payable on January 1st of each year. The Association also may file liens, levy and collect special assessments as authorized by the majority of the Members and as consistent with Restrictions and Covenants and other applicable provisions of law. Assessments shall bear Interest and the Association may assess a late fee for any unpaid assessments as stated In the Restrictions and Covenants.

G. **Initiation Fee.** The Association may levy and collect initiation fees from owners of lots within the Subdivision in accordance with the Restrictions and Covenants. The initiation fee is Two Hundred Fifty Dollars (\$250.00) for owners of lots located in Staley Meadows and One Hundred Dollars (\$100.00) for owners of lots located in Staley Meadows Villas. Initiation fees are due and payable upon each of the following events with respect to each lot located within subdivision:

- i. The initial occupancy of the residence on a subdivision lot after the residence is constructed (which initiation fee is in addition to the first regular annual assessment, as it may be prorated); and
- ii. Each subsequent transfer of ownership of a subdivision lot for value.

H. **Maintenance of Common Property.** The Association may take such actions, hire such agents, enter such contracts, or pay such amounts as it deems advisable to maintain the common property or easements and, to the extent not inconsistent with the Restrictions and Covenants and as authorized by the Board of Directors, improve the same.

I. **Enforcement of Restrictions and Covenants.** The Association is authorized to take all actions to manage the Association for its purposes stated in the Restrictions and Covenants, including hiring attorneys and filing suit, as determined by the Board of Directors to enforce the Restrictions and Covenants, these Bylaws, or any other contractual or legal right of the Association. The Association shall be entitled to collect all costs of enforcing these Bylaws and the Restrictions and Covenants, including attorney's fees.

J. **General Powers.** The Association shall also have all such general powers as authorized by the laws of the State of Missouri for nonprofit corporations and for homeowners associations for the purposes for which the Association was formed.

ARTICLE VII AMENDMENTS

These Bylaws may be amended by a majority vote of the Members.

ARTICLE VIII FISCAL YEAR

The fiscal year of the Association shall begin January 1 and end December 31.

**ARTICLE IX
CONFLICT BETWEEN DOCUMENTS**

In the event of any contradiction between the provisions these Bylaws and the provisions of the Restrictions, the Restrictions shall prevail. Nothing contained in these Bylaws shall limit or alter the intent stated in the Restrictions, including but not limited to the amendment of documents, appointment of Board of Directors or the payment of any fee due to the Association.

IN WITNESS WHEREOF, the undersigned has hereunto executed this easement the day and year first above written.

Staley Meadows, LLC
a Missouri limited liability company

BY:



Ronald O. Baldwin, Sole Member

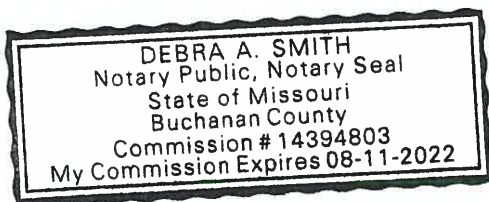
STATE OF MISSOURI)
) ss.
COUNTY OF CLAY)

On this 6th day of December, 2018, before me personally appeared Ronald O. Baldwin, Sole Member of Staley Meadows, LLC, to me known to be the person described in and who executed the foregoing Instrument and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal In the County and State aforesaid, the day and year first-above written.

My commission expires:

08/11/22





Notary Public
