

**BYLAWS
OF
THOUSAND OAKS HOMES ASSOCIATION, INC.**

**ARTICLE I
OFFICES**

The principal office of the Association in the State of Missouri shall be located in the City of Gladstone and County of Clay.

**ARTICLE II
DEFINITIONS**

For purposes of this Declaration the following definitions shall apply:

2.1 “Association” shall mean Thousand Oaks Homes Association, Inc., a Missouri not-for-profit corporation, and its successor and assigns.

2.2 “CCRs” shall mean the Declaration of Covenants, Conditions and Restrictions of Thousand Oaks.

2.3 “Developer” shall mean Forest Park Development Co., L.L.C. of Kansas City, a Missouri limited liability company, and its successors and assigns.

2.4 “Improved Lots” shall mean Lots on which a single family residence has been erected, all or part of which has been either sold, leased, or rented for occupancy purposes.

2.5 “Lot” shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Properties.

2.6 “Member” means a member of the Association and a record Owner, whether one or more persons or entities, of the fee simple title to any Lot situated within the Property, but shall not mean the Mortgagee under applicable theory of mortgage unless or until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. A member with respect to a Lot shall include the Builder who has erected a residence on the Lot, but only if that Builder is occupying or leasing that residence.

2.7 “Owner” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any lot situated upon the Properties but, notwithstanding any applicable theory of the mortgage, shall not mean the mortgagee unless and until

such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure. An owner with respect to a Lot shall include the builder who has erected a single family residence on the Lot, if that builder is occupying or leasing the residence.

2.8 “Properties” shall mean all lots and parcels of land which are subject to the CCRs.

2.9 “Thousand Oaks” shall mean the Thousand Oaks subdivision, a subdivision of land located in Platte County, Missouri.

2.10 “Voting Member” shall mean and refer to the representative selected by the Owner(s) of each Lot to cast votes for any and all Association-related services, including votes for, but not limited to, the election of directors, amendments to the CCRs herein or Bylaws, and all other matters.

ARTICLE III **MEMBERSHIP**

SECTION 1. MEMBERSHIP. The Members of the Association shall be the Owners of Lots subject to the CCRs of Thousand Oaks dated the 17th day of March, 1998, and recorded in Book 0880 at page 880 in of the Platte Count deed and records and any amendments thereto.

SECTION 2. MEMBERSHIP CERTIFICATES. No membership certificate shall be issued by the Association. Membership shall be and is limited to such person or persons as set forth and defined by the Bylaws, the Articles of Incorporation and the CCRs.

SECTION 3. FEES, DUES AND ASSESSMENTS. Fees, dues and assessments shall be levied and collected as provided by these Bylaws and the CCRs, and any amendments or additions thereto.

SECTION 4. TRANSFER OF MEMBERSHIP. Transfers of Membership in the Association may be made by assignment of the Membership to any person or entity acquiring a Lot from an existing Member.

SECTION 5. VOTING RIGHTS. The Association shall have two classes of Voting Members:

- (a) **Class A.** Class A members shall be all Owners of Improved Lots, and shall be entitled to one (1) vote for each Improved Lot owned by that Member. When more than one person holds an interest in any Improved Lot, all such persons shall be Members, however, for purposes of quorum, they shall be treated as a single Member. The vote for such Improved Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Improved Lot. Provided, however, there shall be no vote for any Improved Lot for which any then-current or prior assessment has not been paid
- (b) **Class B.** The Class B Member shall be the Developer who shall be entitled to twenty-five (25) votes for each Lot owned.

ARTICLE IV
MEETINGS OF MEMBERS

SECTION 1. ANNUAL MEETING. The annual meeting of the Members shall be held on the 1st Tuesday of July in each year, beginning with the year 2010.

SECTION 2. NOTICE OF MEETING. Written or printed notice stating the place, day and hour of the meeting, and in the case of a special meeting, the purpose or

purposes for which the meeting is called, shall be delivered not less than ten nor more than fifty days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or the officer or persons calling the meeting, to each Member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it appears on the records of the Association, with postage thereon paid.

SECTION 3. PLACE OF MEETING. The Board may designate any place within Platte County, Missouri as the place of meeting for any annual meeting or for any special meeting called by the Board. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be the registered office of the Association in the State of Missouri.

SECTION 4. PROXIES. Voting may be performed in person or by proxy. At all meetings of Members, a Member may vote by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be filed with the Secretary of the Association before or at the time of the meeting.

SECTION 5. QUORUM. Ten percent (10%) of the total outstanding Class A and Class B votes shall constitute a quorum for any action except for increases to the Annual Assessment as set forth in Article 5, Section 4 of the CCRs. Less than such quorum shall have the right successively to adjourn the meeting to a specified date not longer than ninety (90) days after such adjournment and no notice need be given of such adjournment to Members not present at the meeting. If a quorum is present, the

affirmative vote of a simple majority of the Members represented at the meeting shall be the act of the Members and the Association unless the vote of a greater number is required by The Not-For-Profit Association Law of Missouri, the Articles of Incorporation or these Bylaws.

SECTION 6. SPECIAL MEETINGS. Special meetings of the Members may be called by the Board of Directors, president, or by the written request of twenty-five percent (25%) or more of the Members.

SECTION 7. WAIVER OF NOTICE. Any notice required by these Bylaws may be waived by the persons entitled thereto signing a waiver of notice before or after the time of said meeting and such waiver shall be deemed equivalent to the giving of said notice. 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.

ARTICLE V **DIRECTORS**

SECTION 1. GENERAL POWERS. The property and business of the Association shall be controlled and managed by the Board of Directors. These powers shall only be limited by the Articles of Incorporation, these Bylaws, the CCR's and the Non-Profit Mutual Benefit Association Law of the State of Missouri.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of Directors of the Association shall be three (3). Each Director shall hold office until the

next annual meeting of Members or until his successor shall have been appointed or elected and qualified.

SECTION 3. REGULAR MEETINGS. A regular meeting of the Board of Directors may be held without other notice than this Bylaw, immediately after, and at the same place as, the annual meeting of Members. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Missouri, for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. METHOD OF SELECTION, NOMINATION, ELECTION AND REMOVAL. The power to select and remove Directors shall be exclusively vested in the Developer, at Developer's sole discretion, until Developer relinquishes this right pursuant to the provisions for transfer or assignment as set forth in the CCRs. The Developer may exercise the right to select and remove Directors at any time without prior notice.

Upon Developer's transfer or assignment of the rights described above, the following steps will be required for the nomination and election of Board Members: Candidates for election shall file a Petition for Candidacy with the Secretary, signed by not less than three (3) Members of the Association, with the Board of Directors at least thirty (30) days prior to the Annual Meeting. The Secretary shall provide all Members with a ballot containing the names of all bona fide not less than ten (10) days prior to the Annual Meeting. The ballot may be provided in any manner approved by the Board of Directors that is reasonably expected to reach the Members. Election to the Board shall

be conducted in a manner established by the Board of Directors. Candidates receiving the largest number of votes shall be elected. Any tie will be broken by a runoff election.

SECTION 5. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the president or any two Directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place, either within or without the State of Missouri, as the place for holding any special meeting of the Board of Directors called by them.

SECTION 6. NOTICE. Notice of any special meeting shall be given at least two (2) days previous thereto by written notice delivered personally or mailed to each Director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail 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 regular meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

SECTION 7. QUORUM OF BOARD OF DIRECTORS. A majority of the full Board of Directors as prescribed in the Articles of Incorporation and these Bylaws shall constitute a quorum for the transaction of business by the Board of Directors. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Members of the Board of Directors or of any

committee designated by the Board of Directors may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

SECTION 8. VACANCIES. Whenever any vacancy on the Board of Directors shall occur due to death, resignation or otherwise, the Developer shall fill the vacancy in the manner set forth in Section 4 of this Article.

Upon Developer's transfer or assignment of its rights, the remaining Directors, or a majority of them, may fill the vacancy or vacancies until a successor or successors shall be elected at a Members' meeting.

SECTION 9. INFORMAL ACTION BY DIRECTORS. Unless specifically prohibited by the Articles of Incorporation or Bylaws, any action required to be taken at a meeting of the Board of Directors, or any other action that may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Directors shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State.

SECTION 10. COMPENSATION. Directors as such shall not receive any salary or compensation for their services as Directors; provided, however, that nothing herein contained shall be construed to preclude any Director from serving the Association

in any other capacity and receiving compensation therefor. Payment of per diem, mileage, or other reimbursement of expenses to a Director shall not constitute salary or compensation.

ARTICLE VI
OFFICERS

SECTION 1. ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of Members. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled or new offices filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election or appointment of an officer or agent shall not of itself create contract rights.

SECTION 2. REMOVAL. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 3. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise and control all of the business and affairs of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. The president may sign, with the secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, certificates for Members of the Association, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 5. THE VICE-PRESIDENT. In the absence of the president or in the event of his inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have the powers of and be subject to all the restrictions upon the president. Any vice-president may sign, with the secretary or an assistant secretary, certificates of Members of the Association; and shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 6. THE SECRETARY. The secretary shall: (a) keep the minutes of the Members' and of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of

these Bylaws or as required by law; (c) be custodian of the corporate records; (d) keep a register of the post office address of each Member which shall be furnished to the secretary by such Member; (e) have general charge of the Member transfer books of the Association; (f) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

SECTION 7. COMPENSATION. Officers as such shall not receive any salary or compensation for their services as Officers; provided, however, that nothing herein contained shall be construed to preclude any Officer from serving the Association in any other capacity and receiving compensation therefore. Payment of per diem, mileage, or other reimbursement expenses to an Officer shall not constitute salary or compensation.

SECTION 8. INSURANCE. The Officers may maintain insurance as provided in the Declaration, including, without limitation, fidelity coverage and errors and omission coverage relating to their own acts and duties.

ARTICLE VII
FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in each year.

ARTICLE VIII
WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of these Bylaws, the Articles of Incorporation or under the provisions of The Not-For-Profit Association Law of Missouri, a waiver thereof in writing, signed by the person or persons

entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX
CONTRACTS AND COMMITTEES

SECTION 1. CONTRACTS WITH NON-MEMBERS. The Board may enter into, make, perform and carry out contracts of every kind and character for any lawful purpose, consistent with the status of a non-profit Association, with any person or persons, partnership, firm, association, corporation, private, public or municipal, any body politic, any state, territory or municipality of the United States, or with the government of the United States or any department, branch, board, commission or contracting authority thereof, or with any foreign government, including the right to make agreements with municipal, county, township, state, national or other public officials, or with any political subdivision or any corporation or individual for and on behalf of the Owners of the property covered by the Declaration and other property owned or subject to the jurisdiction of the Association for a division of the work or the doing of the work on the streets, roads, ways, walks, drives, driveways, parks or other portions or serving said property, or for any other work to be done or utilities to be furnished as will enable the Association to cooperate with said officials, corporation or individuals to secure the benefits for the said property referred to or portions thereof that can be derived from the pro rata share of any municipal, county, state, national, or other funds that may be available for use thereon, or in connection therewith or which might otherwise benefit the subject property. The Board may specifically contract and pay for all water, sewer and

refuse collection serving the subject property and such electrical, gas or telephone services and use as shall be applicable to the Association.


SECTION 2. CONTRACTS WITH MEMBERS. The Board may enter into agreements, contracts, and arrangements with any Member for construction or repair work, planting or replanting, care, cleaning, protecting, maintaining or the rendering of maid, telephone, laundry, cleaning of any kind, and all other special services generally, in connection with such Member's Lot; provided the foregoing shall be paid from funds derived from the charges and/or assessments provided for in the Declaration.

SECTION 3. COMMITTEES. The Board may maintain and operate such departments, boards, committees as may be provided for in these Bylaws or as it may provide by resolution, with such powers and authority as may be conferred, and to make funds of the Association available for the use of such departments, boards, and committees. The Board may employ a manager, secretaries, engineers, auditors, legal counsel, technical consultants, or any other employees or assistants provided for by these Bylaws or authorized by the Board, and may pay all expenses necessary or incidental to the conduct and carrying on of the business of the Association.

ARTICLE X **AMENDMENTS**


These Bylaws, or any of them, or any additional or supplementary Bylaws, may be amended or repealed and new Bylaws may be adopted at any annual meeting of the Members or at any special meeting of the Members after notice has been given to the Members of the nature of the proposed Bylaw change.

These Bylaws adopted by the Members of the Association by majority vote of the Membership at a meeting where a quorum is present held on the 12th day of November, 2009.

A handwritten signature in black ink, appearing to read "David B Barth", written over a horizontal line.

David B Barth, President

ATTEST:

A handwritten signature in black ink, appearing to read "John C Barth", written over a horizontal line.
John C Barth, Secretary