

Pat Terry, Recorder of Deeds

*Patricia Terry*  
Deputy



**BYLAWS OF  
WOODLAND ACRES  
PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE 1. INTRODUCTION**

Woodland Acres Property Owners' Association, Inc. is a Missouri nonprofit corporation, organized and existing under the laws of the State of Missouri for the purposes of performing all duties and obligations assigned to it by that certain Declaration of Covenants and Restrictions, including ownership, operation, control, and management of a water system for drinking and general uses.

**ARTICLE II. GENERAL PROVISIONS**

**Section 1. Definition:** Unless expressly indicated to the contrary, the terms used herein shall have the meanings given to them in the Declaration. In the event of any conflict between these Bylaws, and the Declaration, the Declaration shall control.

The following terms shall have the meanings given to them in these Bylaws, and in the event of any conflict between a term's definition in these Bylaws and the Association's Declaration, the Bylaw definition shall control: "Customer", "Water System", and "Water System Questions."

"Customer" shall be defined herein as: The primary person or legal entity on record with the Association as responsible for payment for water service except one denoted as a guarantor. A "Customer" may or may not own the lot receiving water service within Woodland Acres or its additions;

"Water System" shall be defined herein as: all reservoirs, tunnels, shafts, dams, dikes, headgates, pipes, flumes, canals, structures and appliances, and all other real estate, fixtures and personal property, owned, operated, controlled or managed in connection with or to facilitate the diversion, development, storage, supply, distribution, sale, furnishing or carriage of water for municipal, domestic or other beneficial use; and

"Water System Questions" shall be defined herein as: any issue in connection to the ownership, operation, control, or management of the water system, and/or an amendment to these Bylaws which alters the ownership, operation, control or management of the Water System, and/or the furnishing or carriage of water for Customer use, and/or the setting, control,

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management, and receipt of funds received for selling or supplying water from the Water System.

**Section 2a. General Association Membership by Lot Ownership:** Each owner, so long as they deem to be the Owner of any lot in Woodland Acres or Reed and Schumaker Addition, in accordance with the provisions of the Declaration thereto, shall constitute the Members of the Association. Transfer of a lot immediately and automatically terminates the transferor's membership in the Association. The transferee shall, immediately and automatically upon the transfer of the lot, become a member of the Association. If a lot is owned by more than one (1) person, then all of the persons owning said lot shall be Members of the Association and shall be eligible to hold office, attend meetings and exercise all of the other rights of an Owner which are granted by the Declaration, unless otherwise specified herein. However, the vote of a lot, on questions other than Water System Questions, shall be cast only by the "voting member" as provided herein.

**Section 2b. Water System Membership by Customer Status:** Each Customer is deemed a member as to the Water System. The Association shall also have as membership all of its Water System Customers, and operate the Water System only for the benefit of its Customers. Each Customer shall have one (1) vote regarding any business on Water System Questions.

### **ARTICLE III. ASSOCIATION MEETINGS**

**Section 1. Annual Meetings:** All Association meetings shall be held in St. Clair County, Missouri. At a time no earlier than ten a.m. (10:00 a.m.) on the second Saturday of April. The purpose of the meeting shall be to hear reports from officers, to elect Directors to the Board and transact any other business pertaining to the notice thereof. Unless 51% or more of the voting power, as described herein, is present in person or by absentee ballot, the only matters that may be voted upon at any meeting of members are those that are described in the meeting notice thereof.

**Section 2. Notice of Meetings:** A written notice of all Association meetings shall be delivered or mailed to each Member, at his address as shown in the records of the Association at least thirty (30) days prior to the date of any meeting. The failure of any Member to receive actual notice of any Association meeting shall not in any way invalidate the meeting or any business transacted at such meeting.

**Section 3. Quorum:** Except as otherwise provided in the bylaws of the Association, members present either in person or absentee ballot representing 40% of the total votes eligible to be voted by all members of the Association on non-Water System Questions shall constitute a quorum at all meetings of the Association for non-Water System business. For Water System business, Customers present either in person or absentee ballot representing 40% of the total Customer votes eligible to be voted by all Customers shall constitute a quorum at all meetings of the Association for Water System business.

#### **Section 4. Voting:**

- (a) For the purpose of voting on Water System Questions, the Association shall base the voting rights on whether or not a person is a Customer as defined herein, as

opposed to allowing one (1) vote per lot for non-Water System Questions. Each Water System Customer shall be entitled to one (1) vote on any Water System Question under consideration. No Customer shall, however, be eligible to vote on Water System Questions at any meeting if Water System assessments that are legally due and payable for water services provided by the Association are delinquent as of the date of the meeting.

- (b) For the purpose of voting on questions other than Water System Questions, each owner of a lot shall be entitled to one vote for each lot owned. No Owner shall, however, be eligible to vote on non-Water System Questions at any meeting unless the assessments that are legally due and payable for all lots owned by such Owner are fully paid at least three (3) days prior to the meeting.
- (c) Only Association Members that are also Water System Customers shall be eligible to vote at any meeting on Water System and non-Water System Questions. Association Members that are not Customers shall be eligible to vote at any meeting only on non-Water System Questions. In the instance that an Association Member qualifies as a member by both lot ownership (single-ownership or designation as the "voting Member" of the lot) and registration as a Customer, such member shall be entitled at any meeting to only one (1) vote on each Water System and non-Water System Question(s) under consideration.
- (d) The votes of Members, present either in person or absentee ballot at any duly called Association meeting at which a quorum has been established under Article III, Section 3, casting a majority of the total votes eligible to be voted by such Members on certain questions, shall decide such question under consideration, and shall constitute the act of and be binding upon the Association, except as otherwise provided by law, by the Declaration, or these Bylaws.
- (e) Notwithstanding any provisions herein to the contrary, the Association may suspend a Member's voting rights on non-Water System Questions for a period to be determined by the Board if such Member violates any provision of the Declaration or the Bylaws. In such event, the Member whose voting rights have been suspended shall have no cause of action against the Association or the Board.

**Section 5a. Designation of Voting Member For Non-Water System Questions:** If a lot is owned by more than one person, such persons shall designate one of them as the "voting Member". Such person shall be designated in a certificate, to be signed by each of the record Owners of such lot, and filed with the Secretary of the Association. If a lot is owned by a corporation, a designated director or officer thereof shall be the voting member. If a lot is owned by a partnership, a general partner thereof shall be designated as the voting member. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until transfer of such lot, which occurs earlier. If such certificate is not on file for a particular lot which is owned by more than one (1) person, or a combination thereof, the following three (3) provisions shall apply.

- (a) Such persons may, but shall not be required to designate a "voting Member".
- (b) If such persons do not designate a voting member, and if more than one (1) of the co-Owners of such lot are present at a meeting, then any one (1) of them may cast the vote for their lot in non-Water System Questions; provided, however, that no vote for the lot may be cast in non-Water System Questions if any of the co-Owners of such lot promptly object to the casting of such vote.
- (c) If the co-Owners of a lot do not designate a voting member, and one (1) such co-Owner is present at an Association meeting, then the person present may cast the lot's vote in non-Water System Questions, just as though he owned the lot individually, and without establishing the concurrence of the absent co-Owner(s) of such lot; in addition, such co-Owner may cast the lot's vote in Water System Questions, just as though he owned the lot individually, and without establishing the concurrence of the absent co-Owners(s) of such lot, if such co-Owner is also a Water System Customer that receives service for the lot.

Section 5b. Designation of Voting Member For Water System Questions: If a Water System Customer is a corporation, then such customer shall designate a director or officer as the "voting Member". If a Water System Customer is a partnership, then such customer shall designate a general partner thereof as the "voting Member". Such person shall be designated in a certificate and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until the transfer of water service, whichever occurs earlier.

Section 6a. Waiver and Consent For Non-Water System Questions: Whenever the vote of Members at an Association meeting is required or permitted by any provision of these Bylaws to be taken in connection with any non-Water System Question of the Association, the meeting and the vote of such Members may be dispensed with, and the non-Water System Questions may be voted upon by mail-in ballot if Members representing a majority of the total votes eligible to be voted on non-Water System Questions consent in writing to dispense with the meeting and to vote upon the non-Water System Question(s) by mail-in ballot. Such writing shall be filed with and entered upon the records of the Association. Mail-In ballots may accompany the requisite consent forms sent to all Members and may be completed and returned simultaneously therewith; however, written notice of such action shall be given to all Members eligible to vote on non-Water System Question(s), unless all such eligible Members approve of such action.

Section 6b. Waiver and Consent For Water System Questions: Whenever the vote of Members at an Association meeting is required or permitted by any provision of these Bylaws to be taken in connection with any Water System Question, the meeting and the vote of such Members may be dispensed with, and the Water System Question(s) may be voted upon by mail-in ballot if Members representing a majority of the total votes eligible to be voted on Water System Question(s) consent in writing to dispense with the meeting and to vote upon the Water System Questions by mail-in ballot. Such writing shall be filed with and entered upon the records of the Association. Mail-In ballots may accompany the requisite consent forms sent to

Water System Customers and may be completed and returned simultaneously therewith; however, written notice of such action shall be given to all Members eligible to vote on Water System Questions, unless all such eligible Members approve of such action.

**Section 7. Conduct of Meetings:** The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record, in a minute book, all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

**Section 8. Adjournment:** Any Association Meeting, whether or not a quorum is present, may be adjourned from time to time by the affirmative vote of Members casting a majority of the total votes represented at said meeting. In the absence of the proper quorum as described in Article III, Section 3, no other business may be transacted at such Association meeting; provided, however, that any Association meeting which is adjourned due to the failure to establish the proper quorum shall be re-convened in thirty (30) days, and any business which properly could have been conducted at the original meeting, pursuant to the provisions hereof, may be conducted at the adjournment thereof, without the need to establish the proper quorum at such adjournment. It shall not be necessary to give any notice of any adjournment or the business to be transacted at any adjourned meeting, other than by an announcement at the meeting at which such adjournment occurs.

**Section 9. Parliamentary Rules:** Robert's Rules of Order (latest edition) shall govern the conduct of all Association meetings when not in conflict with the Declaration, these Bylaws, or the rulings of the Board of Directors.

#### **ARTICLE IV. BOARD OF DIRECTORS**

**Section 1. Number, Term and Qualifications:** The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, each of whom shall be a property Owner. At least one of these Board members shall be a Water System Customer. If a person(s) elected to the Board of the Directors is not a Water System Customer, the member(s) of the Board who is a Water System Customer shall appoint a Water System Customer(s) to the Board for the sole purpose of conducting Water System business. All Water System matters shall be directed by three (3) property owners who are also Water System Customers. In no event shall co-Owners of any property serve on the Board of Directors concurrently. One initial elected Director shall serve a one (1) year term. Thereafter, Directors elections shall continue in the established pattern and the term of no more than two (2) Directors shall expire annually. The number of persons comprising the Board of Directors shall not be changed.

**Section 2. Removal of Directors:** At any association meeting duly called for such purpose by Members representing 51% of both the total votes eligible to be voted by the Customer and non-Customer Members of the Association, any one or more of the Directors, may be removed, with or without cause, by affirmative vote of Members casting a majority of the total votes eligible to be voted by both the Customer and non-Customer Members of the Association, or by the written agreement of both the Water System Customer and non-Customer Members representing a majority of the total votes eligible to be voted by both the Water System Customer and non-Customer Members of the Association. A successor shall be elected at such meeting for

the remainder of the term to fill the vacancy thus created. Should the membership fail to elect such a successor, the Board of Directors shall fill the vacancy in the manner provided in Section 4 below. Any Director whose removal has been proposed by the Members shall be given prompt written notice of his proposed removal and shall be provided with a reasonable opportunity to attend and be heard at the meeting at which his removal is voted upon.

Section 3. Resignation of Directors: Any Director may resign at any time by sending written notice of his resignation to the President of the Association. Such resignation shall take effect upon receipt thereof by the President, unless otherwise provided in such written notice. Any Director who ceases to be an Owner shall automatically be deemed to have resigned. Any Director who is in violation of the restrictions/covenants or is more than fifteen (15) days delinquent in the payment of any Assessment or other amount owed to the Association shall be deemed to have resigned from the Board of Directors, effective upon the Board's receipt of notification of such delinquency from the Treasurer of the Association.

Section 4. Vacancies: If the office of any Director becomes vacant by reason of death, incapacity, resignation, or removal from office of the Board, the remaining Directors by a majority vote shall choose a successor. If the successor is a property Owner, but not a Water System Customer, the Board member(s) who is a Water System Customer will appoint a Water System Customer to the Board for the purposes of conducting Water System business. The successor will fill the vacancy until the next meeting of the Association. At that time, a Director shall be elected to the Board by the Members to fulfill the remainder of the term.

Section 5. Regular Board Meetings: Regular meetings of the Board of Directors may be held at such time, date, and place as shall be determined from time to time by a majority of Directors; provided, however, that at least three (3) such meetings shall be held per year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by email or telephone, at least fourteen (14) days prior to the scheduled meeting date.

Section 6. Quorum of Board of Directors: At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. At any such adjourned meeting of the Board at which a quorum has been established, any business which might have been transacted at the meeting prior to its adjournment may be transacted without further notice.

Section 7. Liability and Indemnification:

- (a) No Director, Officer, or employee, or agent of the Association, and no heir, executor, or administrator of any such person, shall be liable to the Association for any loss or damage suffered by it on account of any action or omission by him as a Director, Officer, employee or agent if he acted in good faith and in a manner reasonable believed to be in and not opposed to the best interest of the Association, unless with respect to an action or suit by or in the right of the Association to procure a judgment in its favor, such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

- (b) The Association shall indemnify each person who was or is a party or is threatening to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Association) because he is or was a Director, Officer, employee, or agent of the Association, against expenses, (including reasonable attorney's fees), judgments, fines, and amounts paid in settlement, actually and reasonable incurred by him in connection with such action, suit, and proceedings if he acted in good faith and in a manner reasonable believed to be in or not opposed to the best interest of the cause to believe that his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *novo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was lawful.
- (c) The Association shall indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor because he is or was a Director, Officer, employee, or agent of the Association against expenses (including reasonable attorney's fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Association, except that no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine, upon view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnification for such expenses which such court shall deem proper.
- (d) To the extent that a Director, Officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in this Section, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including reasonable attorney's fees) actually and reasonable incurred by him in connection therewith.
- (e) Any indemnification under this Section (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Directors, Officers, employees, or agent is proper under the circumstances because he has met the application standard of conduct set forth in this section. Such determination may be made (1) by the Board upon a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding; or (2) if such a quorum is not obtainable, or even if obtainable, a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion to the Association. Any indemnification provided under this Section, court ordered or otherwise, shall be made by the Association from the non-Water System and Water System assessments and accounts thereof as permitted by law.

dependent upon whether the action(s) indemnified relate(s), in whole or part, to either the non-Water System Association operations, or ownership of the Water System or the operation thereof.

- (f) Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in a particular case, upon receipt of an undertaking by or on behalf of the Director, Officer, employee or agent to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section. If the Association advances expenses, the Association shall use the appropriate non-Water System and Water System assessments and accounts thereof as permitted by law, dependent upon whether the action(s) defended relate(s), in whole or part, to the non-Water System Association operations, or the ownership of the Water System or the operation thereof.
- (g) The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those indemnified may be entitled, shall continue as to a person who has ceased to be a Director, Officer, employee, or agent, and shall inure to the benefit of their heirs, executors, administrators, and personal representative of such persons.

Section 15. Powers and Duties: All of the powers and duties of the Association shall be exercised by the Board of Directors unless otherwise specifically delegated to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Declaration. The powers and duties of the Board of Directors shall be subject to approval by a quorum of appropriate Members as described in Article III, Section 3, only when such approval is specifically required by law, by the Declaration or by these Bylaws.

## **ARTICLE V. OFFICERS**

Section 1. Designation: The Officers of the Association shall be the President, Secretary and Treasurer, all of whom shall be a property Owner and shall be elected by the Board of Directors. The President, Secretary and Treasurer may all be directors. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election of Officers: The Officers of the Association shall be elected by the Board of Directors at the organizational meeting of each newly constituted Board of Directors.

Section 3. Term and Removal of Officers: Each Officer of the Association shall hold office until his successor is elected, except that each Officer's position shall immediately be vacant, if he ceases to be a property Owner. If an Officer continues to be a property Owner, but ceases to be a Water System Customer, the Board member(s) who is a Water System Customer will appoint a Water System Customer to the Board for the purposes of conducting Water System business. If the Office of any Officer becomes vacant for any reason, the vacancy shall promptly be filled through the election of a successor by the Board of Directors.



**Section 4. President:** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of a property owners association, including but not limited to, the power to appoint such committees at such times as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Association, and from among the Customer and non-Customer Members dependent upon the committee and the affairs to conduct.

**Section 5. Secretary:** The Secretary shall keep the minutes of all meetings of the Association and the Board of Directors shall make such minutes available for inspection by Members, their authorized representatives, and the Directors at reasonable times. The Secretary shall also perform all of the duties which are usually vested in the office of Secretary of a property owners association and such other duties as shall be prescribed by the Board. In addition, the Secretary shall issue notices of all meetings of the Association and the Board of Directors, have charge of the Association's books and records, except those of the Treasurer, and receive and incorporate into the records of the Association, all notices which are required or permitted to be transmitted to the Association, including notice from the Owners designating voting members and providing changes of address.

**Section 6. Treasurer:** The Treasurer shall keep full and accurate financial records and books of account, keep the assessment rolls and accounts of the Members, be responsible for the preparation of all required financial data, and be responsible for the deposit of all money and other valuables in such depositories as may from time to time be designated by the Board of Directors.

**Section 7. Execution of Instruments:** All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by any two (2) Officers.

**Section 8. Compensation of Officers:** No officer shall receive any compensation from the Association for acting in his capacity as an Officer unless such compensation is approved by the affirmative vote of Members casting a majority of both the Customer and non-Customer Members' total votes eligible to be voted by all such Members of the Association.

## **ARTICLE VI. FINANCES AND ASSESSMENTS**

**Section 1. Annual Budget:** The Board of Directors shall adopt a separate annual budget for the Association's ownership and operation of the Water System, and for other non-Water System items for each forthcoming fiscal year, which shall be detailed and shall show the amounts budgeted by account and expense classifications, which accounts shall include, but not limited to, the following items of expenses:

(a) Payroll	(f) Services
(b) Administration	(g) Insurance
(c) Maintenance	(h) Utilities
(d) Payroll taxes and related benefits	(i) Professional Fees
(e) Reserves (if any)	(j) Materials and Supplies

Section 2. Collection of Assessments: Assessments shall be paid by the Members and collected by the Association in the manner and according to the terms and provisions set forth in Article VI of the Declaration.

Section 3. Accounting Records: The Association shall maintain Water System and non-Water System account records in accordance with good accounting practices which shall be open to inspection once annually by members or their authorized representatives at a reasonable time, which shall be set by the Association within five (5) business days after a written demand from a Member. The written demand must specify the exact records requested and purpose of records requested. The Association may impose a reasonable charge to recover the cost of labor and materials for all documents copied. Members shall not be allowed to inspect individual personal assessment records, employee files or personal complaints.

Section 4. Depositories: The funds of the Association shall be deposited in a federally insured institution as shall be designated from time to time by the Board, in the manner designed to indicate the custodial nature thereof. Withdrawal of monies from such Water System and non-Water System accounts shall be only by checks signed by two (2) Board Directors.

Section 5. Fiscal Year: The Association shall operate on a fiscal year which begins on the first day of January of each year.

Section 6. Application of Payments and Commingling of Funds: All sums collected by the Association, from Assessments or otherwise, shall be kept separate and deposited into the appropriate Water System or non-Water System funds or accounts as determined by the Board of Directors. All assessments paid by an Owner for non-Water System purposes shall be used for the Association's non-Water System requirements, such as maintenance, collecting delinquencies, attorneys' fees, and other charges, expenses, and advances in such manner and amounts as the Board determines to be appropriate. All Water System assessments paid by a Customer shall be used for the ownership and operation of the Water System. All Owners and the authorized agents thereof, and Customers shall be entitled to inspect the Association's Water System and non-Water System records of its receipts and disbursements at reasonable times, and upon a written request thereof and the payment of a reasonable fee not to exceed \$10.00 as determined by the Board, any Owner shall be furnished with a statement of his Water System and/or non-Water System account setting forth the amount of any unpaid Assessments or other charges due and owing from such Owner. Said statement shall be furnished within ten (1) business days from the Association's receipt of a request in writing therefore and shall be binding upon the Association, the Board and every other Owner. The Association shall be responsible, as the agent of each Owner and Water System Customer, for paying the expenses of the Association's Water System and non-Water System expenses. The Board shall not be individually liable for the payment of any of the expenses; rather, it shall merely serve to direct and authorize the payment of the expenses on behalf of the Owners and Water System Customers.

Section 7. Audit: Unless otherwise determined by the Board, an audit of the Water System and non-Water System accounts of the Association shall be prepared each year by such independent accounting firm as the Board elects, in its sole discretion, in accordance with generally accepted auditing standards. A copy of said audits shall be furnished to any Member

upon request made not earlier than one hundred (100) days following the year for which the report is made.

## **ARTICLE VII. AMENDMENTS TO THE BYLAWS**

The provisions of these Bylaws may be amended by the affirmative vote, written consent, or any combination of affirmative vote and written consent of a majority of the Board. An amendment may also be proposed by the membership, subject to approval by the Board of Directors by affirmative vote, written consent, or any combination of affirmative vote and written consent of a majority of the Board. The Board shall not amend these Bylaws in a way that creates a conflict in the Association meeting the required criteria for a property owner's association to fall outside the Missouri Public Service Commission's jurisdiction over a "public utility", as articulated in the case, *In the Matter of Rocky Ridge Ranch*, Case No. WD-93-307 Mo. P.S.C., or its protégé cases, until such time as the Missouri Public Service Commission issues an order approving any Application filed by the Association for a Certificate of Convenience and Necessity to own, operate, manage, or control the Association's water system for gain, or otherwise becomes legally exempt from state regulation.

## **ARTICLE VIII. RULES AND REGULATIONS**

Section 1. Adoption: The Board of Directors shall have the right to establish and amend, from time to time, such uniform Rules and Regulations as the Board may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Subdivision and the Water System for the benefit of all of the Owners and Customers, respectively. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Declaration and these Bylaws, impose reasonable restrictions upon the use and occupancy of any portion of the Subdivision as the Board, in its sole discretion, deems necessary or appropriate.

Section 2. Compliance with Rules and Regulations: Each Owner shall obey the Rules and Regulations, as the same may lawfully be amended from time to time, and shall ensure that the same are faithfully observed by the members of his family, his guests, tenants, invitees, and licensees. Each person who comes within the Subdivision shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations of the Subdivision and the Water System, as amended from time to time, shall be made available to the Owners and Customers upon request.

Section 3. Conflict: In the event of any conflict between the Rules and Regulations, as amended from time to time, and the Declaration or these Bylaws, the Declaration shall control.

## **ARTICLE IX. MISCELLANEOUS PROVISIONS**

Section 1. Association's Records: Once a year a Member shall have the right to demand and receive from the Association a complete list of the names and addresses of all the Members of the Association upon reasonable notice and upon payment of a reasonable fee to the Association for reproduction costs. The minutes of all Association and Board meetings shall be available for inspection by the Members in the Association office.

**Section 2. Notices:** Each Member shall register his mailing address with the Secretary of the Association upon becoming a lot Owner, and when becoming a Water System Customer if applicable, and shall promptly notify the Secretary of any subsequent changes of address. Any notices required by the Declaration or the Bylaws to be given to the Association or the Board of Directors shall be sent by registered or certified mail to the Secretary at the office of the Association or to such other addresses as the Board of Directors may hereafter designate from time to time, by notice in writing to all of the Owners. All notices required by the Declaration or the Bylaws to be given to any Owner or Water System Customer shall be sent by first class or bulk mail, a posted prepaid, to such Owner's or Water System Customer's most recent address as shown in the records of the Association. All notices shall be deemed to have been given when mailed, postage prepaid, except notices of changes of address, which shall be deemed to have been given when received.

**Section 3. Liability Survives Transfer of Lot:** The transfer of a lot shall not relieve or release the former Owner from any liabilities or obligations incurred in connection with the Subdivision or Water System service during the period of his Ownership, or impair any rights or remedies which the Association may have against such former Owner or Water System Customer arising out of or in any way connected with such ownership or Water System use and the covenants and obligations incident thereto.

**Section 4. Severability:** The provisions hereof shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one (1) provision shall not effect the validity or enforceability of any other provision hereof.

**Section 5. Captions:** The captions used in these Bylaws are inserted solely 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 of the provisions hereof.

**Section 6. Number and Gender:** Whenever the context so requires, the use of any gender in these Bylaws shall be deemed to include both genders, and the use of the singular shall be deemed to include the plural, and the plural shall include the singular.

**Section 7. Waiver:** No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

**Section 8. Interpretation:** The provisions of these Bylaws shall be liberally construed to effectuate the purpose of ensuring that the Subdivision shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner as a quality development, except that

In the event of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the event of any conflict between these Bylaws and the Declaration, the Declaration shall control.

Larry Smith  
LARRY SMITH

STATE OF MISSOURI  
COUNTY OF

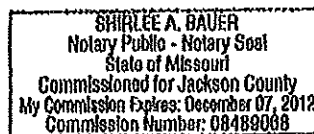
ON THIS 17 DAY OF August, 2010, BEFORE ME APPEARED LARRY SMITH WHO SAID HE IS THE PRESIDENT OF WOODLAND CORPORATION, AND THAT HE HAS SIGNED THE FOREGOING INSTRUMENT, ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS, AND SAID LARRY SMITH ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AFFIXED MY NOTARY SEAL, AT MY OFFICE IN Kennett, Mo. THE DAY AND YEAR LAST ABOVE WRITTEN.

Shirley A. Bauer  
NOTARY PUBLIC WITHIN AND FOR SAID  
COUNTY AND STATE

MY COMMISSION EXPIRES:

Dec 7, 2012



RECEIVED

OCT 22 2010

COMMISSION COUNSEL  
PUBLIC SERVICE COMMISSION