

**BY-LAWS  
OF  
CHEDDINGTON HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**

**NAME AND LOCATION**

The name of the corporation is CHEDDINGTON HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Jackson County, Missouri, but meetings of members and directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**Section 1.** "Association" shall mean and refer to CHEDDINGTON HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

**Section 2.** "Properties" shall mean and refer to that certain real property hereinbefore legally described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

**Section 3.** "Common Area" shall mean and refer to any part of the property set aside pursuant to any recorded deed of the property by the developer to the Association for the common use and enjoyment of the members of the Association.

**Section 4.** "Declarant/Developer" shall mean Rockwell Construction, Inc., a Missouri corporation, and/or an assignee to whom developer or declarant's rights hereunder are assigned by an instrument duly executed and acknowledged by declarant/developer and filed of record.

**Section 5.** "Lot" shall mean and refer to any separately numbered plot of land shown upon the recorded plat of the property, together with any and all improvements now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto, excepting the common area, developer owned acreage, and land devoted to use by Duplex residential units.

**Section 6.** "Member" shall mean and refer to every person or entity who holds a membership in the Association as provided in Article III of the Declaration of Covenants, Conditions and Restrictions.

**Section 7.** "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot or other land which is a part of the properties, including contract sellers, but excluding those having an interest merely as security for performance of an obligation.

**Section 8.** "Duplex Units" shall mean occupied living units situated in a duplex or other structure which affords residential living space for more than one family on a lot or plat located within the Properties, whether such units are owned or leased by the occupant. For purpose of this instrument Duplex residential floor space shall be considered occupied when it is conveyed by the builder to the first owner who takes title under the Act; the actual occupancy of such units shall not be material.

**Section 9.** "Parcel" shall mean and refer to all platted portions of the Properties consisting of one or more lots or Duplex residential units which are subject to the same Supplementary Declaration.

**Section 10.** "Supplementary Declaration" shall mean any Declaration of Covenants, Conditions and Restrictions which may be recorded by the declarant or developer which contains such complementary provisions in relation to a parcel as are authorized herein and required for the general welfare of owners or occupants of lots or units within the parcel.

**Section 11.** "Living Unit" shall mean a residential unit intended for occupancy by a single family located on a lot established by plat or Certificate of Survey and subject to the Declaration of Covenants, Conditions and Restrictions. There shall be one hundred seven (107) Single-Family Residential Living Units in Cheddington 1<sup>st</sup> and 2<sup>nd</sup> Phase. Living Unit shall also mean a residential unit intended for occupancy by a single family located within a duplex and established by a plat or Certificate of Survey within the parcel of Duplex residential units, which shall have thirty-three (33) lots and shall be subject to a Supplementary Declaration of Covenants and Restrictions in addition to the original Declaration of Covenants, Conditions and Restrictions.

**Section 12.** "Common Properties" shall mean and refer to those areas of land designated as common areas, if any, on any recorded subdivision plat, survey or resurvey of the properties and intended to be devoted to the common enjoyment of the members of the Association, or subject to the control thereof, together with any and all improvements that are now or may hereafter be constructed thereon. In the Declaration of Covenants, Conditions and Restrictions common properties shall, without limitation, contain the following:

- (a) All yards, trees, landscaping, parking areas, parking spaces and driveways, except as otherwise herein provided;



- (b) All installments of central services for the benefit of more than one owner such as mailbox stand, pipes, wires, conduits, sewers, water lines and other public utility lines and facilities thereon; and
- (c) All easements, rights and appurtenances belonging thereto necessary to the existence, maintenance and safety of the properties and improvements constructed thereon.

Section 13. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the properties recorded in the Recorder of Deeds office for Jackson County, Missouri, by declarant; and "Supplementary Declaration" shall mean and refer to any Declaration of Covenants, Conditions and Restrictions which may be recorded by the declarant which may contain complimentary provisions in relation to the parcels as authorized herein and provided for the general welfare of the occupants of the lots within the parcel.

### ARTICLE III

#### MEMBERSHIP

Section 1. Members. Every person or entity that is a record owner of a fee or undivided fee interest in any lot or of land where single family residential units are located, or of Developer owned acreage, which is subject by covenants of record to assessment by the Association, including contract sellers and every person who is an occupant, as heretofore defined, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner or occupant shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any lot or other land which is subject to assessment by the Association or occupancy of a single family dwelling or residential unit.

Section 2. Suspension of Membership. In accordance with Article IX of these By-Laws, during any period in which a member shall be delinquent in the payment of any annual or special assessment levied by the Association, or any other amount due to the Association, the voting and other rights of the member to use of the Association facilities may be suspended by the Board of Directors until such assessment or amount due has been paid.

### ARTICLE IV

#### RULES AND REGULATIONS

Section 1. Enforcement. The Board of Directors may from time to time promulgate rules and regulations as hereinafter provided to govern the use of the common area and facilities, the conduct of members and their guests, and compliance with the Declaration of Covenants, Conditions



and Restrictions filed of record relating to the use of land or improvements within the properties, the control of architecture within the properties, or other measures necessary to insure the health, safety and welfare of the residents. The rules and regulations shall be effective ten (10) days after notice of enactment is mailed to members.

Section 2. Sanctions. Members violating duly promulgated rules and regulations shall be subject to sanctions in accordance with the terms and provisions of such rules and regulations. Such sanctions may include, but are not limited to, suspension of membership, the right to use or enjoy the common area for a period not to exceed ninety (90) days per violation, the assessment of fines not to exceed Fifty Dollars (\$50.00) per violation. Such fines, as well as costs and attorney's fees expended in collecting fines or enforcing suspensions shall be considered as special assessments in accordance with the Declaration, and shall become a lien against any lot, unit or land owned or occupied by any violator.

Section 3. Right of Appeal. Members shall have ten (10) days following the notice of any infraction or fine to appeal same to the Board of Directors. Such appeal must be made in writing and will be heard by the Board at its next scheduled meeting. If no hearing is requested within ten (10) days after the preliminary decision of the Board, said decision shall become final.

## ARTICLE V

### PROPERTY AND VOTING RIGHTS

Section 1. Use and Delegation of Use. Each member shall be entitled to the use and enjoyment of the common area and facilities as provided in the Declaration. Any member may delegate his rights of enjoyment of the common area and facilities to members of his family, his tenants or contract purchasers who reside on the property. Such member shall notify the secretary in writing of the names of the delegees. The rights and privileges of such delegees are subject to suspension to the same extent as those of the member.

Section 2. Fees, Charges and Fines. In accordance with Article IV of these By-Laws, the Association may charge reasonable admission and other fees for the use of any Association facility situated upon common area, and may assess fines and charges for abuse of the privileges of using the common area.

Section 3. Voting Rights. Class A members shall be all single family residential lot owners, with the exception of the Developer. Class A members shall be entitled to one (1) vote for each lot in which they hold an interest required for membership under Article III. When one or more persons hold such an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to the ownership of any lot, except as hereinafter provided under Class B voting rights.



The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each lot, residential unit or duplex unit in which it holds an interest required for membership in Article III. Class B membership shall cease and convert to Class A membership upon the happening of either of the following events, whichever first occurs:

- (a) on December 31, 2010, or
- (b) when the total votes in the Class A membership equal the total votes outstanding in Class B membership.

## ARTICLE VI

### MEETINGS OF MEMBERS

**Section 1. Annual Meetings.** The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting shall be held on the same day of the same month of each year thereafter. The date for the annual meeting may be changed by a vote of the Board of Directors.

**Section 2. Special Meetings.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of Class A membership.

**Section 3. Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

**Section 4. Quorum.** Unless otherwise required in the Declaration, the Articles of Incorporation or by these ByLaws, the presence at the annual meeting of members or of proxies entitled to cast one-tenth (1/10th) of the Class A Single-Family or Class B vote shall constitute a quorum for any action. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 3 above, and the required quorum, at any such subsequent meeting, shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

**Section 5. Proxies.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be

revocable and shall automatically cease upon conveyance by the member of his lot.

## ARTICLE VII

### BOARD OF DIRECTORS

Section 1. Selection/Term of Office. The affairs of the Association shall be managed by a Board of three (3) directors, who need not be members of the Association.

Section 2. Method of Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a chairman, who shall be a member of the Board of Directors, and two members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members and shall serve from the close of such annual meeting until the close of the next annual meeting. The appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the members or non-members.

Section 3. Election. Election to the Board of Directors shall be for a three (3) year term and shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board, and shall serve for the unexpired term of his predecessor.

Section 5. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, as approved by the Board.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.



## ARTICLE VIII

### MEETING OF THE BOARD OF DIRECTORS

**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held semi-annually, without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than twenty-four (24) hours notice to each director.

**Section 3. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE IX

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations as well as the Declarant and/or Board of Directors shall have the power to assess fines as defined in Article IV, Section 2.
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration of Covenants, Conditions and Restrictions.
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors.

- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs, and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.
- (b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- (c) As more fully provided in the Declaration, to (1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) the right of the Association to file and/or foreclose the lien, if necessary, against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the delinquent assessment, if necessary, at the discretion of the Board of Directors.
- (d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- (f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.
- (g) Cause the common area to be maintained.

## ARTICLE X

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a



president, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**Section 3. Term.** The officers of the Association shall be elected annually by the Board, and each shall hold office for one (1) year unless he shall sooner resign, be removed, or otherwise become disqualified to serve.

**Section 4. Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

**Section 5. Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**Section 6. Vacancies.** A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**Section 7. Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**Section 8. Duties.** The duties of the officers are as follows:

- (a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments, and shall co-sign all checks and promissory notes.
- (b) **Secretary.** The secretary shall 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, if any; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- (c) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association, and shall disburse such funds as directed by resolution

of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members. If the president is not present at the annual membership meeting, regular meeting, special meeting or directors' meeting, the treasurer shall preside.

## ARTICLE XI

### COMMITTEES

The Association shall appoint an Architectural Review Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

## ARTICLE XII

### INDEMNIFICATION

Every officer, director and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred or imposed upon him in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved, as a party or otherwise, by reason of having been an officer or member of the Association, whether or not he continues to be such an officer, director or member of the Association at the time of the incurrence or imposition of such costs, expenses or liabilities, except in relation to matters in which he shall finally be adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in absence of adjudication, such liability by opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law, and shall inure to the benefit of the legal representatives of each person.

## ARTICLE XIII

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association.



## ARTICLE XIV

### ASSESSMENTS

By the Declaration, each member is deemed to covenant and agree to pay to the Association, annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall become delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law against the owner personally obligated to pay same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

## ARTICLE XV

### AMENDMENTS

These By-Laws may be amended (a) by a vote of two-thirds (2/3) of the directors at any meeting of the Board of Directors called for that purpose, providing notice of the meeting and the proposed amendments has been given to the members at least fifteen (15) days prior to the meeting, or (b) at an annual meeting of the members by a majority vote, with a quorum of members present in person or by proxy. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

## ARTICLE XVI

### MISCELLANEOUS

The fiscal year of the Association shall begin on the 1<sup>st</sup> day of January and end on the 31<sup>st</sup> day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of Cheddington Homeowners Association, Inc., have hereunto set our hands and seals this 14 day of December, 2000.

CHEDDINGTON HOMEOWNERS  
ASSOCIATION, INC.

*Ed Rockwell Sr*

Ed Rockwell

*Dan Little*

Dan Little

*Scott Rockwell*

Scott Rockwell

STATE OF MISSOURI     )  
  )ss:  
COUNTY OF                     )

On this 14<sup>th</sup> day of December, 2000, before me, the undersigned Notary Public, personally appeared **Ed Rockwell, Dan Little, and Scott Rockwell**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Holden, Missouri, the day and year last above written.

*Lorrie Quick*

Notary Public

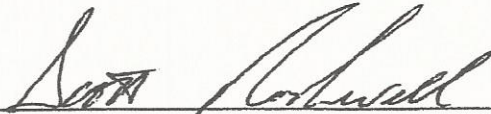
**LORIE QUICK**  
My Commission Expires:  
Notary Public - State of Missouri  
County of Johnson  
My Commission Expires 01/14/2002



CERTIFICATION

I, the undersigned, do hereby certify that I am the duly elected and acting secretary of Cheddington Homeowners Association, Inc., a Missouri not-for-profit corporation; and that the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 14<sup>th</sup> day of December, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 14<sup>th</sup> day of December, 2000.

  
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Secretary