

LPOA BOARD APPROVED  
1-13-2000<sub>1</sub>

XC: SUZANNE KINGSLEY

## The Landings at Lakewood



## Bylaws

Approved June 22, 1999

### Article I. Name and Location.

The Parcel shall be "The Landings at Lakewood," as more particularly described in the Supplementary Declaration of Covenants, Document No. ~~1221999~~, recorded in Book 1221590 I620 at Page 1772.

### Article II. Membership and Voting Rights.

All Owners of a Unit, defined as "an individual single-family dwelling located in a multi-family residential structure upon a lot or lots within the parcel," are Members of the Parcel. Each Unit shall be entitled to one (1) vote. If more than one person holds ownership interest in any Unit, the vote for such Unit shall be exercised as the Owners of the Unit shall among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. Membership shall be appurtenant to and may not be separated from the ownership of any Lot or Unit which is subject to the Supplementary Declaration described in Article I.

### Article III. Property Rights and Rights of Enjoyment.

Owners/Members shall be entitled to the use and enjoyment of the Common Areas and facilities as provided in the Homes Association Declaration and these Bylaws. Any Owner may delegate his rights of enjoyment of the Common Area and facilities to members

of his immediate family, approved tenants,\* or contract purchasers who reside on the property. Owners shall notify the Secretary in writing of the name of such person to whom the Owner delegates his rights. The rights and privileges of such delegation are subject to suspension to the same extent as those of the Owner/Member.

\*The Supplementary Declaration provides that Units shall be owner occupied. Exceptions may be granted by the Parcel Committee/LPOA Board under certain circumstance, on a case-by-case basis, for short periods of time. See the Supplementary Declaration, Article VII, Section 15, for details.

#### Article IV. Meetings of Owners.

Section 1. Annual Meeting. The annual meeting of the Owners shall be called by the Parcel Chairman on a date between September 1 and October 15 of each year, at the hour designated in the notice.

Section 2. Other Meetings. A Spring Meeting shall be called by the Parcel Chairman on a date between April 1 and June 1 of each year, at the hour designated in the notice. Special Meetings may be called by the Parcel Chairman or by petition of three (3) Parcel Committee members or 20% of Owners in good standing. Notice shall be as provided in Section 3.

Section 3. Notice of Meetings. Written notice of the time of the Annual Meeting, the Spring Meeting, and Special Meetings shall be given by or at the direction of the Parcel Chairman or Secretary by delivery to each Unit, in person or by post, at least ten (10) days prior to the meeting. At Owner request, to the Secretary and in writing, meeting notices will be sent to an address other than his or her Unit. The notice for the Annual Meeting shall include a proposed annual budget.

Section 4. Purpose of Meetings. The purpose of the Annual Meeting shall be to review business of the Parcel and to approve the annual budget and assessments. The

purpose of the Spring Meeting shall be to review business of the Parcel and to elect officers. The purpose of any Special Meetings shall be as stated.

Section 5. Quorum. The presence of Owner/Members (or their prior written ballots) representing 50% of Units shall constitute a quorum for any action.

Section 6. Ballots. At meetings of the Owners, each Owner may vote in person or by written ballot, delivered by hand or by post. Written ballots shall be filed with the Secretary prior to the meeting.

#### Article V. Parcel Committee Selection/Term of Office.

Section 1. Number. Affairs of the Parcel shall be managed by a Parcel Committee of seven (7) Members, plus a Chairman, including the following persons: one to be selected from each of the fourplexes and one to represent the two duplexes—a total of five persons, to be chosen by residents of the buildings and subsequently approved by vote of the entire Parcel, plus a Vice Chairman/Chairman Elect and Secretary to be elected by the full Parcel Membership. A Chairman, also elected by the full Parcel Membership, shall vote only in case of a tie.

Section 2. Term of Office. Each Parcel Committee member and officer will be elected for a two-year term, to begin on the July 1 following election. The Parcel Chairman shall not succeed him/herself but may be considered for the Chairmanship again after one or more terms of absence.

Section 3. Nomination. Nominations may be made in any of three ways: (a) by a nominating committee appointed by the Parcel Chairman, (b) by written statement filed with the Secretary at least twenty (20) days prior to the Spring Meeting, and (c) from the floor at the Spring Meeting. Nominees for office shall have agreed in advance to serve if elected.

Section 4. Election. Contested elections shall be by written ballot. Uncontested elections may be by voice vote. Persons receiving a plurality of votes shall be elected.

Section 5. Resignation or Removal. Any officer or Parcel Committee member may resign at any time by tendering such resignation in writing to the Parcel Chairman or Secretary. Any officer or Parcel Committee member may be removed from office with or without cause by majority vote of members of the Parcel. In the event of death, resignation, or removal, a successor shall be elected by the remaining members of the Parcel Committee and shall serve for the unexpired term of his or her predecessor.

Section 6. Duties of Officers.

(a) The Parcel Chairman shall preside at meetings of the Parcel and of the Parcel Committee; shall see that orders and resolutions of the Committee are carried out; shall approve, for LPOA to disburse, payments to vendors or contractors; shall sign contracts and other written instruments; shall act as liaison with contractors and management companies or designate someone to act; shall report books of account to Parcel Committee and Parcel; shall prepare an annual budget and statement of income and expenditures to be presented to the ownership at its Annual Meeting; and shall generally manage the affairs of the Parcel.

(b) The Vice Chairman/Chairman Elect shall act in the place and stead of the Parcel Chairman in the event of the Chairman's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Parcel Chairman or Parcel Committee. In the normal course of events, though not in guaranteed succession, this officer shall be elected to the Parcel Chairmanship when the term of office changes.

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Parcel and of the Parcel Committee; shall keep current records of Owners and their addresses; and shall perform other such duties as required by the Parcel Chairman or Parcel Committee.

Section 7. Compensation. No officer or Parcel Committee member shall receive compensation for any service rendered to the Parcel. However, any officer or Parcel Committee member may be reimbursed for actual expenses incurred in performance of his or her duties.

#### Article VI. Meetings of the Parcel Committee.

Section 1. Regular Meetings. The Parcel Committee may provide, by resolution, the time or place for holding of regular meetings without other notice than such resolution recorded in the minutes.

Section 2. Special Meetings. Special meetings of the Parcel Committee shall be held when called by the Parcel Chairman, or by any three (3) members of the Committee, or by Owners representing twenty percent (20%) of all Units.

Section 3. Quorum. Four Parcel Committee members shall constitute a quorum for the transaction of business. Every act or decision done or resolution made by a majority of the quorum present at a duly held meeting with notice to each Committee member shall be regarded as an act of the Committee.

Section 4. Action Taken Without a Meeting. The Parcel Committee may take action in absence of a meeting by written approval of all Committee members.

## Article VII. Powers and Duties of the Parcel Committee

Section 1. Powers. In addition to any and all powers, rights and privileges granted to a Missouri not-for-profit corporation, the Parcel Committee shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable.

(a) To enforce, in its own name, or to recommend enforcement to LPOA, any Covenants, Conditions, or Restrictions which may now or may hereafter be imposed upon any of the property, including but not limited to the Basic Declaration, the Supplementary Declaration, or these Bylaws. The expenses and costs of any such proceeding may be paid out of the general fund of the Parcel or by LPOA as otherwise provided or agreed upon.

(b) To provide for improvement and maintenance of the Common Elements, defined as "that part of the Parcel owned by the Association for the exclusive use and enjoyment of the Owners and guests of Units in The Landings at Lakewood."

(c) To provide group services, including but not limited to the following: dwelling insurance; snow removal; care of lawns, common landscaping, and trees; care of the private street and asphalt driveways; care of Parcel lighting; care of drainage areas, retaining walls, and any other Common Elements. The Parcel shall not provide utilities for individual Units; lighting or maintenance of lighting for individual Units; or trash collection for individual Units. The Parcel shall, however, sponsor a major spring and fall clean-up/pickup for both trash and yard waste.

(d) To provide for exterior maintenance of the Units, including but not limited to the following: painting; gutters and downspouts; sealing (but not painting) of decks and

porches at five-year intervals; minor roof repairs up to \$250. The Parcel shall not provide exterior or interior building maintenance, other than outside painting; shall not replace roofs; shall not be responsible for fences, patios, sidewalks, or courtyards of individual Units; shall not be responsible for concrete driveways.

(e) To review proposed alterations on Units or grounds, approving or disapproving in writing and forwarding that approval or disapproval as a recommendation to the Architectural Review Committee of the Lakewood Property Owners Association.

(f) To maintain consistency in external colors and materials of Parcel Units, acting in such a way that values are enhanced and a harmonious relationship among structures and with the natural environment is maintained.

(g) To act as a body for hearing and negotiating disputes on maintenance and upkeep of a Unit, and for making and enforcing decisions in its own name, or by recommendation to the LPOA Board, on maintenance and upkeep of Units. If an Owner fails to maintain property at an acceptable level, the Parcel Committee shall request action by the LPOA Board in accordance with Article VI, Section 2 of the Declaration of Covenants, Covenants, and Restrictions: "Special assessments may be imposed by the Board of Directors . . . for the purpose of maintaining the exterior appearance . . . if the Owner shall have failed or refused to do so . . . ."

Section 2. Duties. It shall be the duty of the Parcel Committee

(a) To keep a complete record of its acts and affairs and make a statement thereof available to the owners at any meeting or at the LPOA offices.

(b) To recommend the annual Parcel assessment, budget, and scope of services, to be acted upon by the entire Parcel at its Annual Meeting.

(c) To approve colors and materials used on the exterior of Parcel Units, and generally to provide architectural control in accordance with LPOA and Parcel Covenants, Declarations, Restrictions, and Bylaws. Colors are to be in ranges of beige, beige-gray, tan, bronze, and brown, with main body colors generally in lighter ranges. Stone, wood, and building materials are to be consistent and harmonious with existing materials and colors.

(d) To provide general control (i.e., vehicle parking, rentals, garages, vehicular traffic) of the Parcel environment consistent with Parcel and LPOA Covenants, Declarations, Restrictions, and Bylaws.

(e) To maintain, through LPOA, a blanket policy of fire insurance and extended coverage for full insurable replacement value of all insurable improvements on the properties.

(f) To provide for management of the Parcel's Common Elements and contracts. No single contract shall provide for services in excess of two (2) years. Any such agreement must provide for termination by the Parcel Committee without cause or without payment of termination fee upon no more than ninety (90) days written notice.

Section 3. Exculpation. No officer or Parcel Committee member shall be liable for acts or defaults of any other officer, Committee member, or Owner or any loss sustained by the Parcel or the Lakewood Property Owners Association or any Member thereof, unless the same has resulted from his or her own willful misconduct or negligence.

Section 4. Indemnification. Every officer, Parcel Committee member, or Parcel Member shall be indemnified by the Lakewood Property Owners Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by 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 director, officer, or Member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally 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 the absence of such final adjudication, and determination of such liability, by the opinion of legal counsel selection 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 VIII. Committees.

Section 1. Nominating Committee. The Parcel Chairman, with approval of the Parcel Committee, may appoint a Nominating Committee as provided in these Bylaws at his or her discretion.

Section 2. Other Committees. The Parcel Chairman, with approval of the Parcel Committee, may appoint ad hoc or standing committees as the need arises.

#### Article IX. Assessments.

Section 1. Annual Assessments. The annual assessment per Unit shall be a sum approved by the Parcel at its Annual Meeting and set by a majority vote of the LPOA Board.

Section 2. Purpose of Assessments. The assessment shall be used to promote the health, safety, and welfare of the residents and for improvement and maintenance of the Common Elements, purchase of group services, and exterior maintenance of Units as provided in Article VII.

Section 3. Special Assessments. In addition to the annual assessments authorized above, the Parcel may, with LPOA Board approval, in any assessment year levy a special assessment for the purpose of defraying in part or in whole the cost of construction, reconstruction, repair or replacement of capital improvements upon the Common Elements provided any such assessment shall have the assent of two-thirds (2/3) majority votes of the Unit Owners who are voting in person or by proxy at an Annual Meeting or Special Meeting with a quorum called for this purpose.

Section 4. Effect of Nonpayment of Assessments. Any assessment not paid within thirty (30) days of the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association, on behalf of the Parcel, may bring an action at law against the Owner personally obligated to pay same, or foreclose the lien against the property, or both. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Elements or abandonment of his or her Unit.

#### **Article X. Amendments.**

Section 1. These Bylaws may be amended at an Annual, Spring, or Special Meeting of the Owners in the Parcel, by a vote of simple majority of a quorum of Owners present in person or by written ballot, or by a two-thirds (2/3) majority vote of the Parcel Committee, and approval by LPOA.

Section 2. In the case of conflict between the Declaration, the Supplementary Declaration, and these Bylaws, the Declaration and Supplementary Declaration shall control.

Article XI. Execution of Bylaws.

These Bylaws were adopted by the vote and consent of a quorum of the owners present in person or by written ballot at the meeting held on the 22<sup>nd</sup> day of June, 1999, and at said meeting the Parcel Chairman was authorized to execute this original set of Bylaws to be in effect until amended.

THE LANDINGS AT LAKEWOOD

By *Suzanne H. Kingsley*  
Title: Parcel Chairman

STATE OF MISSOURI )

)ss:

COUNTY OF JACKSON )

On this 22<sup>nd</sup> day of December, 1999, before me, the undersigned notary public, personally appeared Suzanne H. Kingsley, to me known to be the person who is Chairman of the Parcel known as The Landings at Lakewood, and who executed the original Bylaws as authorized by the membership, and executed same as his/her free act and deed.

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

*Machelle L. Seiler*  
Notary Public

My Commission Expires:

9/6/2001

