



**Lakewood Property  
Owners Association, Inc.**  
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**BY - LAWS  
of the  
LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.  
September 13, 2018**

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**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the corporation shall be located in Lee's Summit, 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 the LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.

**SECTION 2.** "Properties" shall mean and refer to that certain real property 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 all real property owned or leased by the Association for the common use and enjoyment of the members of the Association.

**SECTION 4.** "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat relating to the Properties, excepting the Common Area, Developer Owned Acreage, and land devoted to use by multi-family, residential, commercial or industrial units.

**SECTION 5.** "Developer Owned Acreage" shall mean land lying within the heretofore described Properties which is owned by the Developer which has not been subdivided into Lots or developed into multi-family residential, commercial or industrial units.

**SECTION 6.** "Multi-Family Residential Units" shall mean occupied living units situated in a duplex, apartment, townhouse or other structure which affords residential living space for more than one family on land located within the Properties, whether such units are owned or leased by the occupant. For

purposes of this instrument multi-family residential floor space which is constructed for sale by individual unit, either by conveyance of fee simple title or pursuant to the Condominium Property Act, Chapter 448, Revised Statutes of Missouri, shall be considered occupied when it is conveyed by the builder to the first owner who takes title. The actual occupancy of such units shall not be material. Multi-family units which are constructed for rental, and to which title to one or more buildings is retained by a single landlord, shall be considered occupied only when a valid lease to such premises is in effect.

SECTION 7. "Commercial Units" shall mean occupied premises upon which commercial business operations are conducted without regard for whether such unit is owned or leased by the occupant, on land located within the properties. For purposes of this instrument commercial buildings shall be considered occupied only when business activity is actually being conducted on the premises or a valid lease to such premises is in effect between the owner and some other individual or entity.

SECTION 8. "Industrial Unit" shall mean the premises on land located within the Properties upon which industrial business operations are conducted, without regard for whether such unit is owned or leased by the occupant. For purposes of this instrument industrial buildings shall be considered occupied only when business activity is actually being conducted on the premises or valid lease to such premises is in effect between the owner and some other individual or entity.

SECTION 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

SECTION 10. "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 such interest merely as security for the performance of an obligation.

SECTION 11. "Declarant" shall mean and refer to FARM & HOME SAVINGS ASSOCIATION, a Missouri corporation, its successors and assigns.

SECTION 12. "Developer" shall refer to FARM & HOME SAVINGS ASSOCIATION, a Missouri corporation, its successors and assigns.

SECTION 13. "Occupant" shall mean and refer to the occupant of a dwelling situated on a Lot or of a multi-family residential, commercial or industrial unit who shall be either the Owner or a lessee pursuant to a written lease having an initial term of at least 12 months.

SECTION 14. "Parcel" shall mean and refer to all platted portions of the properties consisting of one or more Lots or multi-family residential, commercial or industrial units which are subject to the same Supplementary Declaration.

SECTION 15. "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 and Occupants of Lots or units within the Parcel.

SECTION 16. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions dated August 28, 1973, recorded in the Office of the Recorder of Deeds of Jackson County, Missouri, at Independence, Missouri, as Document Number I-162473 on August 29, 1973.

SECTION 17. "East Lake Area" shall mean that area described as beginning at the intersection of Dick Howser Drive and Lakewood Boulevard, then south along Dick Howser Drive to Channel Drive, then south along Channel Drive to the southern boundary of the area known as Lakewood, then east along Woods Chapel Road to I-470, then north along I-470 to Velie Road, then west along Velie Road to the western boundary of Lakewood Oaks, then southerly along the western boundary of Lakewood Oaks,

Fairway Homes Section Two subdivisions, to St. Andrews Circle, then west along St. Andrews Circle to Maybrook, then directly south along Maybrook to Lakewood Boulevard to the point of beginning.

SECTION 18. "West Lake Area" shall mean that area west of Dick Howser Drive and Channel Drive, and east and west of Gregory Boulevard, which qualified its owners or occupants for membership in the Lakewood Property Owners Association prior to the merger with East Lake Association, Inc. as said geographic area is legally described in Document No. I-162473, recorded in the Office of the Recorder of Deeds of Jackson County, Missouri in Book I-473 at Page 288. This shall include the Lakewood Forest and The Orchards at Lakewood subdivisions.

SECTION 19. "Dues" as used in these By-Laws, shall refer to the annual assessment provided for in the Declaration of Covenants, Conditions and Restrictions applicable to a specific geographic area in the East Lake or West Lake Area.

SECTION 20. "Patio Home" shall mean a single family attached or detached unit, situated on an individually platted lot in such a way as to use the lot and common open space more effectively for the residents.

SECTION 21. "Builder or Builders" shall mean a residential construction contractor, whether an individual, partnership or corporation, designated by Declarant as a builder of residences within the properties, but only while serving in such capacity as to any lot upon which said residential construction is in progress.

SECTION 22. "Single Family Residential Unit" shall mean a single dwelling located upon a lot or lots within the properties.

SECTION 23. "Awnings". No awnings or sunscreen of any type shall be affixed to any home or residence without the written consent of the Architectural Review Board or Alteration Review Committee.

SECTION 24. "Temporary Structures". No structure of temporary character, including a trailer, basement, tent, shack, garage, barn or other outbuilding shall be constructed or used on any lot, at any time, as a residence or for storage.

SECTION 25. "Outbuildings". No outbuilding, storage shed or other detached structure appurtenant to a residence may be erected on any lot without the consent, in writing, of the Alterations Review Committee or Board of Directors.

SECTION 26. "Lakes". Shall mean all water impounded within the properties, except swimming pools, of sufficient size to float a boat. Lakes, being owned by the Association for the common use and enjoyment of the members of the association, are considered Common Area and are subject to the same Property Rights as are other Common Areas.

### **ARTICLE III MEMBERSHIP**

SECTION 1. MEMBERSHIP. Every person or entity that is a record owner of a fee or undivided fee interest in any Lot, or of land where multi-family residential, commercial or industrial units are located, or of Developer Owned Acreage, as heretofore defined, 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, multi-family residential, commercial or industrial unit.

**SECTION 2. SUSPENSION OF MEMBERSHIP.** In accordance with Article XV of these By-Laws, during any period in which a member shall be delinquent in the payment of any annual, special or parcel assessment levied by the Association, or other amount due the Association, the voting rights and other rights of the member to use of the Association facilities may be suspended by the Board of Directors until such assessment or other amount due has been paid. Such rights of a member may also be suspended, after notice and hearing, for a period not to exceed ninety (90) days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Area and facilities or for the violation of any rules and regulations established by the Board of Directors to facilitate the enforcement of use restrictions and other covenants filed of record and relating to lots or other property owned by such member.

#### **ARTICLE IV PROPERTY RIGHTS: RIGHTS OF ENJOYMENT**

**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 the 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 such delegates. The rights and privileges of such delegatee are subject to suspension to the same extent as those of the member.

**SECTION 2. FEES, CHARGES AND FINES.** In accordance with Article XV of these By-Laws, the Association may charge reasonable admission and other fees for the use of any Association facilities situated upon the common area, and assess fines and charges for the abuse of the privilege of using the common area.

**SECTION 3. RIGHT TO VOTE.** As a vital part of the Common Area owned by the Lakewood Property Owners Association, Inc. for the use and enjoyment of members, the sale or transfer of water from Lakewood Lakes to any person, entity or property outside LPOA boundaries must first be approved subject to such conditions as agreed to by members with an affirmative vote of two-thirds (2/3) of all eligible members. These by-law provisions shall be applied prospectively.

#### **ARTICLE V BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**SECTION 1. NUMBER.** The affairs of the Association shall be managed by a Board of nine (9) directors, who shall be members in "good standing" of the Association and who shall reside in Lakewood. The nine (9) directors shall be elected by classes according to the classes of voting memberships in the Association provided in Section 3 below.

**SECTION 2. METHOD OF NOMINATION AND ELECTION.** Candidates for election shall file a petition of candidacy, signed by not less than twenty (20) members of the Association, with the Election Committee at least thirty (30) days prior to the annual meeting. The petitions for candidacy shall identify the class of membership and geographic area the candidate will represent. The Election Committee shall provide all members with a ballot containing the names of all bona fide candidates not less than ten (10) days prior to the annual meeting. Such ballot may be provided in any manner approved by the Board of Directors which is reasonably expected to reach the members. Election to the Board of Directors shall be by secret written ballot. At such election each member (in person or by absentee ballot) may cast one vote for each director to be elected by their class of membership. Candidates receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Any tie will be broken by a run-off election.

**SECTION 3. CLASSES AND TERMS.** At the membership meeting of the Association held in April, 1997, three (3) directors shall be elected for a term of three (3) years to replace the three (3) "At Large" directors whose terms would ordinarily expire. At the annual membership meeting of the Association held in April, 1998, six (6) directors shall be elected to replace the three (3) "At Large" directors and the East Lake, West Lake and Multi-Family directors whose terms expire. Three (3) of the six (6) directors

shall be elected by the total membership of the Association for a term of one (1) year and shall be “At Large” directors; one (1) director shall be elected by the members of the East Lake area for a three (3) year term and shall be the “East Lake director”; one (1) director shall be elected by the members of the West Lake area for a three (3) year term and shall be the “West Lake director”; one (1) director shall be elected by the families living in the Multi-Family dwellings for a three (3) year term and shall be the “Multi-Family director. At the April, 1999 annual membership meeting of the Association, there shall be elected three (3) directors for a term of three (3) years to replace the three (3) “At Large” directors whose terms would ordinarily expire, to be elected by the total membership. This election sequence would then follow each year thereafter with the annual election of three (3) directors. At each successive annual meeting of the membership of the Association, vacancies on the Board shall be filled in a like manner and the number of directors shall remain at nine (9) until changed in conformity with the applicable statutes and By-Laws of the Association. The directors shall be elected thereafter for a term of three years and shall serve until their successors have been elected and qualified.

**SECTION 4. REMOVAL.** Any director may be removed from the Board, with or without cause, by a majority vote of the class of members which he represent. A majority of all of the Board of Directors may declare a position on the Board to be vacant in the event a member of the Board shall be absent from three (3) consecutive regular meetings of the Board without just cause or excuse or from six (6) regular meetings during a calendar year. In the event of death, resignation or removal of a director, by a majority vote of the class of members represented or by a majority vote of the Board of Directors due to attendance, his successor shall be selected by the remaining members of the Board and shall serve for the un-expired 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.

**SECTION 7. QUALIFICATION.** In order to qualify as a member of the Board of Directors, a director must be a member of the Lakewood Property Owners Association as defined in Article II, Section 9 of the By-Laws and in good standing. Further, in the event any member of the Board of Directors files an action at law against Lakewood Property Owners Association or the directors, it shall be grounds for resignation or removal by the remaining directors under the provisions of Article V, Section 4.

## **ARTICLE VI MEETING OF DIRECTORS**

**SECTION 1. REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said 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 written notice to each director at their home address.

**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. Proxies shall not be accepted to make a quorum or as vote(s) for any business conducted by the LPOA Board of Directors. Directors will be counted as present, provided attendance is either in person, or by an audio/video source approved by the Board.

**ARTICLE VII**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. POWERS.** The Board of Directors shall have power:

- (a) To adopt and publish rules and regulations governing the use of the Common Area and facilities, and the general conduct of the members and their guests thereon, and to insure compliance with use restrictions and other provisions of the Declaration and any applicable Supplementary Declarations in posing duties, obligations, and standards, upon the owners of lots, parcels, and other land within the Properties, and to establish penalties for the infraction thereof;
- (b) To exercise for the Association all powers, duties and authority vested in or delegated to this Association not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (c) To employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (d) To provide money to a Political Action Committee (PAC) or similar organization whose sole interest is to support the maintenance of LPOA property values and Mission Statement, an only after a simple majority (50% + 1) of LPOA members voting approve of such expenditure(s). Ballot wording will be clear and unambiguous regarding the amount of money to be granted, include the name of the PAC, how the money will be used and the duration of the authority to grant the money. Notification and voting by members will be conducted in accordance with LPOA By-laws & Declaration of Covenants as applicable. All costs associated with conducting an election will be borne by the PAC or similar organization prior to any vote being taken.

**SECTION 2. DUTIES.** It shall be the duty of the Board of Directors:

- (a) To 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-third (1/3) of the Class A, B, or C members who are entitled to vote;
- (b) To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) As more fully provided herein and in the Declaration,
  - (1) To determine annually the maximum annual assessment in accordance with Article VI of the Declarations of Covenants, Conditions and Restrictions, and in conjunction with Section 4 and Section 5 of Article XI of the By Laws.
  - (2) To fix the amount of the actual annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, at an amount less than or equal to the maximum annual assessment as hereinafter provided in accordance with Article VI of the Declarations of Covenants, Conditions and Restrictions, and in conjunction with in Section 4 and Section 5 of Article XI of the By Laws, and,
  - (3) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;
- (d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence that any assessment therein stated has been paid;
- (e) To procure and maintain adequate liability insurance, and to procure and maintain adequate hazard insurance on property owned by the Association;

- (f) To cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (g) To cause the Common Area to be maintained;
- (h) To cause the exterior of multi-family units to be maintained in accordance with the provisions of applicable Supplementary Declarations.

## **ARTICLE VIII COMMITTEES**

**SECTION 1. REQUIRED COMMITTEES.** The Board of Directors of the Association shall annually appoint an Elections Committee and shall select chairmen for the various Parcel Committees, in addition to the Architectural Review Board provided in the Declaration, as follows:

- (a) The Board shall appoint an Elections Committee no later than three (3) months prior to the annual meeting date. The Committee shall consist of a chairman who may not be a director, and at least six (6) members, none of whom shall be candidates for office. It shall be the duty of the Committee to provide supervision of the nomination and election of directors in accordance with procedures adopted by the Board.
- (b) Parcel Chairman shall exist for each of the Multi-family Parcels and other areas for which Parcel status is created. These committees shall consist of a Chairperson, or President elected by members of the Parcel, who shall be ratified by the LPOA Board of Directors. A minimum of six (6) members, who shall be residents of the Parcel, shall be appointed by the Chairperson or elected by the members of the Parcel. Each Committee shall be responsible for maintenance and improvement of the Parcel, awarding of all outside maintenance contracts for the Parcel, and ensuring proper governing as directed by the Covenants, By-laws or Corporate Articles of each Parcel, as well as the Policy on Parcels. It shall also be the duty of the Committee to advise the Board each year on the proposed budget for maintaining and operating the common areas and providing services in the Parcel. The Committee also shall perform such other duties as may be assigned by the Board.
- (c) The Board of Directors shall annually appoint an Appeals Committee to discharge the duties enumerated in Article XV of these by-laws. This committee shall consist of at least six (6) resident members who shall be appointed for terms of one (1) year on or before November 1 of each year.

**SECTION 2. EXECUTIVE COMMITTEE.** The Executive Committee shall consist of the President, Vice-President, Treasurer, and Secretary. The Vice-President shall chair the Executive Committee. The purpose of the Committee is to facilitate the work of the Board of Directors by acting on those matters delegated by the Board. The Executive Committee will usually meet 7-10 days prior to the regular meeting of the Board of Directors.

**SECTION 3. OTHER COMMITTEES.** In addition to the foregoing, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes. LPOA Board of Directors may not serve as a voting member of any LPOA Administrative or Advisory Committee. However, Board members may serve on LPOA Ad Hoc Committees, upon ratification by the full Board of Directors.

**SECTION 4. QUALIFICATIONS.** In the event any member of an LPOA committee files an action of law against Lakewood Property Owners Association or the directors, that shall be grounds for resignation or removal from the committee, to be applied prospectively.

## **ARTICLE IX MEETINGS OF MEMBERS**

**SECTION 1. ANNUAL MEETINGS.** The regular annual meeting of the members shall be held during the month of April each year.

**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-third (1/3) of all of the votes of the entire 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. Publication in the Association's official newsletter "RIPPLES" shall satisfy the above requirements of written notice. Further, notice of rule changes, By-Law amendments, meetings or other required communications of the Association shall be satisfied by publication of same in the Association's official newsletter the "RIPPLES" unless otherwise required in the Covenants, Conditions & Restrictions.

**SECTION 4. QUORUM.** Unless otherwise provided in the Declaration, Articles of Incorporation or these By-Laws, the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of the Class A - Single Family, Class B - Multi-Family or Class C - Occupant (where applicable) shall constitute a quorum for any action. Class D was converted to A or B as appropriate January 1, 1984. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**SECTION 5. PROXIES.** At all meetings, each member may be counted present in person or by proxy. All proxies shall be in writing on the form provided by the Association and filed with the secretary. A proxy may be revoked by a member who attends in person the meeting for which the proxy was tendered. Any outstanding proxy shall automatically cease upon conveyance by the Member of his Lot. A proxy shall be valid only for the meeting designated on the form. A proxy must be submitted in order to vote an absentee ballot. Absentee ballots shall not be deemed to be proxies.

**SECTION 6. ABSENTEE BALLOTS.** Members submitting proxies shall be entitled to cast absentee ballots for the elections of Directors. Absentee ballots accompanied by a valid proxy may be voted by return mail. The procedure for voting of absentee ballots shall be outlined by the Election Committee, approved by the Board of Directors, and instructions mailed to each eligible voter at least ten (10) days prior to the election.

## **ARTICLE X OFFICERS AND THEIR DUTIES**

**SECTION 1. ENUMERATION OF OFFICERS.** The officers of this Association shall be a president, a vice-president, a secretary and a treasurer who shall at all times be members of the Board of Directors, 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 the first meeting of the Board of Directors following each annual meeting of the members.

**SECTION 3. TERM.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve. Elected LPOA Board Officers shall not serve more than two (2) consecutive years in the same office.



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 in the manner prescribed for regular election. The officer elected 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.
- (b) **VICE-PRESIDENT.** The Vice-president shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall perform such other duties as required by the Board.
- (c) **SECRETARY.** The Secretary shall ensure and enforce accurate recording of the notes and minutes of all meetings and proceedings of the Board and of the members; ensure and enforce the corporate seal of the Association is affixed on all papers requiring said seal; ensure and enforce timely notice of meetings of the Board and of the members; ensure and enforce appropriate current records are kept, showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) **TREASURER.** The Treasurer shall oversee the finances of the Association and shall report periodically to the Members and Board of Directors on the financial condition of the Association; shall keep or ensure and enforce proper books of account are kept; shall ensure and enforce an annual audit of the Association books are made by a public accountant at the completion of each fiscal year; and shall present an annual budget and statement of income and expenditures to the membership at its regular annual meeting.

SECTION 9. EXCULPATION. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

SECTION 10. INDEMNIFICATION. Every director, officer, 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 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 XI ASSESSMENTS**

**SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS.** By the Declaration each member is deemed to covenant and agree to pay the Association: (1) Annual assessments or charges, (2) Special assessments, (3) Special assessments for capital improvements, and (4) Annual or special parcel assessments, as provided by Article VI of the Declaration. The annual, special and parcel assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due and shall not pass to his successors in title unless expressly assumed by them.

### **SECTION 2. PURPOSE OF ASSESSMENTS.**

- (a) **ANNUAL ASSESSMENTS.** The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties, and in particular for the improvements and maintenance of the Properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area, and of the buildings situated upon the Properties, including, but not limited to, the payment of taxes and insurance on facilities provided by the Developer or the Association for the common use of the Owners and Occupants and for repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof, toward the installation and maintenance of paths, parks, parkways, esplanades, and lighting, for the employment of security and other personnel, for the maintenance and improvement of dams and lakes within the vicinity of the Properties, for the care of vacant and unimproved property, and for any other purpose which is necessary or desirable for the maintenance and improvement of the Properties and Common Area or which is to be of general benefit to the Owners and Occupants.
- (b) **SPECIAL ASSESSMENTS.** Special assessments may be imposed by the Board of Directors upon any Lot or other land for the purpose of maintaining the exterior appearance thereof if the Owner shall have failed or refused to do so, including but not limited to mowing and cleaning of unsightly brush and debris, painting, repairing, replacing and caring for grass, walks, or other exterior improvements necessary to keep the owners property from deteriorating or becoming unsightly, removing and storing vehicles, boats, or structures, failing to conform with architectural control guidelines, restrictive covenants filed of record, or the rules and regulations of the Association. Unpaid fines and assessments, club charges, and attorney's fees and costs associated with civil actions instigated and pursued for the purpose of enforcing covenants, restrictions, rules or regulations, may also be imposed as a special assessment against the lot, unit, or other land of a member pursuant to the provisions of this sub-paragraph.
- (c) **SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS.** In addition to the foregoing, the Association may levy in any assessment year uniform special assessment against Lots, units and acreage, by category, applicable to that year and not more than the next two succeeding years, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Class A, B, and C members entitled to cast two-thirds (2/3) of the votes in each such class.

### SECTION 3. PARCEL ASSESSMENTS:

- (a) **PURPOSE OF ASSESSMENT.** Annual Parcel assessments shall be used for such purposes as are authorized by the Supplementary Declaration for the given Parcel.
- (b) **METHOD OF ASSESSMENT.** The annual assessment for each Parcel shall be levied by the Association against Lots in a Parcel, using the basis set forth in the Supplementary Declaration for the given Parcel, and collected and disbursed by the Association. The Board of Directors, in accordance with each Supplemental Declaration, shall fix the annual Parcel assessment for each Parcel and date(s) such assessments become due.
- (c) **SPECIAL PARCEL ASSESSMENT FOR CAPITAL IMPROVEMENT.** In addition to the annual Parcel assessments authorized above, the Association may levy in any assessment year a special assessment against the Lots of a Parcel for the purpose of defraying in whole or in part the cost of any construction, reconstructions, repair or replacement of capital improvements upon the Parcel, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of Class A and B members entitled to cast two-thirds (2/3) of the votes in such classes relating to lots or units in the Parcel.

### SECTION 4. ANNUAL ASSESSMENT. The annual assessment shall be determined by the Board of Directors of the Association

- (a) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix the annual assessment at any amount not in excess of the maximum annual assessment as set forth in Section 4 of Article VI of the Declaration of Covenants, Conditions and Restrictions, provided, however, the actual assessment for each of the categories identified in the Declaration must bear the same ratio to the assessments imposed in other categories as the maximum annual assessment for each such category bears to the maximum annual assessments for other categories.
- (b) Due to the merger of Lakewood Property Owners Association and East Lake Association, Inc. on August 26, 1985, members of Lakewood Property Owners Association living in the Fairway Homes Village, Section one, of the East Lake Area shall become members of the Lakewood Property Owners Association, and shall belong to one of four classifications for the purposes of paying annual assessments: to-wit, Class A, Class B, Class C and Class D.
  - (1) Class A members will be permitted the use of only lake amenities, and in consideration therefore will pay a monthly assessment of Ten Dollars (\$10.00). Upon conveyance of a Class A residence, the new owner shall be considered a Class C member as described below. Class A members will have access to only the new amenities in the East Lake Area and shall pay such additional dues as may be assigned or assessed for their use by the Lakewood Property Owners Association Board of Directors.
  - (2) Class B members shall be those existing East Lake Association members as of August 26, 1985, who elected to convert to full membership in Lakewood Property Owners Association within ninety (90) days of the date of the merger, in which event any member so electing shall pay monthly dues in an amount equal to seventy-five percent (75%) of the single family membership dues of Lakewood Property Owners Association, and shall be considered as a Class B member. Upon conveyance of a Class B residence, the new owner shall be considered a Class C member as described below.
  - (3) Class C members shall be all new residents of Fairway Homes Village, Section One, and existing East Lake Association residents as of August 26, 1985, who did not convert their membership during the 90-day period following said merger and later elected to do so.

Said class of membership shall pay monthly dues in an amount equal to eighty percent (80%) of the dues being then paid by single family members of the Lakewood Property Owners Association.

- (4) Class D members shall be the developer, Farm & Home Savings Association, or its successors and assigns, and builders, who will pay monthly dues of five dollars (\$5.00) on unsold lots located in the original plat of Fairway Homes Village, Section One.

All obligations for any individual property owner, developer or builder, and their rights with respect to voting or conversion of membership classification, is subject to and governed by the terms of the Merger Agreement and Articles of Merger dated April 11, 1985, as approved by the State of Missouri on August 26, 1985, and the terms of which are incorporated herein as if fully set out.

- (c) Section 5 of these By Laws shall be used to interpret the meaning of the certain terms in Section 4 of Article VI of the Declaration as of the maximum annual assessments and the annual assessments. Section 5 of these By Laws provides clarification, definitions and direction for determining the maximum annual assessments using the Consumer Price Index formula set forth in Section 4 of Article VI of the Declaration.

**SECTION 5. SUPPLEMENTARY DEFINITIONS FOR USE IN CALCULATING THE MAXIMUM ANNUAL ASSESSMENT USING THE CONSUMER PRICE INDEX FORMULA SET FORTH IN SECTION 4 OF ARTICLE VI OF THE DECLARATION.**

- (a) "Maximum Annual Assessment" as determined by the Board of Directors of the Association shall be Two Hundred Dollars (\$200) for each lot, One Hundred-Sixty (\$160) for each multifamily residential unit.
- (b) From and after January 1, 1974, the Maximum Annual Assessment in each of the heretofore enumerated categories may be increased effective January 1 of each year without a vote of the membership in an amount equal to 150% of the rise, if any, of the Consumer Price Index, (Published by the Department of Labor, Washington, D.C.) for the preceding month of July.

**SECTION 6. UNIFORM RATE OF ASSESSMENT.** Annual, special and parcel assessments must be fixed at a uniform rate within all categories of Lots, units and land, and may be collected on a monthly basis.

**SECTION 7. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4.** At the first meeting called, as provided in Sections 2 (c) and 4 (b) hereof, the presence at the meeting of members or of proxies entitled to cast 60% of all the votes of Class A, B and C of the membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 4, and the required quorum at any such subsequent meeting shall be one-half 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 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS--DUE DATES.** The annual assessments provided for herein shall commence as to all Lots, units and other land heretofore enumerated on the first day of the month following the conveyance of such Lots, the occupancy of multifamily residential, commercial and industrial units, and the conveyance of undeveloped and unplatted acreage not owned by the Developers. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot, unit or parcel of land at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the

Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENTS--REMEDIES OF THE ASSOCIATION.** Any assessments which are not paid when due shall be 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 8% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the 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 or other property.

**SECTION 10. SUBORDINATION OF THE LIEN TO MORTGAGES.** The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or land shall not affect the assessment lien. However, the sale or transfer of any Lot or land which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or land from liability for any assessments thereafter becoming due or from the lien thereof.

**SECTION 11. EXEMPT PROPERTY.** The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority; (b) the Common Area; and (c) all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Missouri. However, no land or improvements devoted in whole or in part to dwelling, multi-family residences or commercial or industrial use shall be exempt from said assessments.

**SECTION 12. APPLICATION OF PAYMENTS.** Payments received by the Association from members in payment on members' accounts shall be first applied to sums due the Association which may not be made the subject of a lien against the members' property. The balance of any payment shall then be applied against lienable items due.

## **ARTICLE XII BOOKS AND RECORDS**

The books, records and papers of the Association shall, during reasonable business hours, be subject to inspection by any member provided, however, that the member give a five (5) day written notice and the member state the purpose of such inspection. The records which shall be open to inspection shall include the Articles of Incorporation, By-laws, Resolutions of the Board of Directors relating to the rights, limitations and obligations of the members of any class or category member, the minutes of all meetings of members, minutes of all open Board meetings, and records of all changes approved by the members for the past three (3) years; all written communications to members or class members for the past (3) years, including the financial statements for the past three (3) years; a list of the names and home addresses (or business addresses) of the current officers and directors, a copy of the most recent corporate registration report filed with the State of Missouri and any other records covered by the Missouri Statutes that apply to Home Owners Associations.

All final audit reports, annual statements and quarterly financial statements shall be published and available for the members to inspect upon proper request as provided above.

Certain records shall be deemed closed records including: resident files; legal correspondence; specifications and bids for competitive bidding until officially approved; published or negotiated contracts until executed; personnel files and executive session minutes.

The Board of Directors may set policies regarding reasonable charges for copying and staff time spent responding to members or resident requests.

**ARTICLE XIII  
CORPORATE SEAL**

The association shall have a seal in circular form having within its circumference the words:  
LAKEWOOD PROPERTY OWNERS ASSOCIATION, INC.

**ARTICLE XIV  
AMENDMENTS**

SECTION 1. These By-Laws may be amended:

- (a) By a vote of two-thirds (2/3) of the Board of Directors at any meeting of the directors duly 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 the annual meeting of the members, by a vote of a majority of the votes of the members who are voting.

SECTION 2. In the case of any conflict between the Article of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XV  
MAKING AND ENFORCING RULES AND REGULATIONS**

SECTION 1. PURPOSE, SCOPE AND AUTHORITY. The Board of Directors may from time to time promulgate rules and regulations as hereinafter provided. Such rules and regulations shall govern the use of the Common Area and facilities, the conduct of members and their guests, compliance with restrictions and covenants filed of record and relating to the use of land or improvements within the Properties, the control of Architecture within the Properties, and other matters necessary to insuring the health, safety and welfare of residents.

SECTION 2. PROMULGATION OF RULES AND REGULATIONS. Rules and regulations shall be promulgated by a majority vote of the duly elected members of the Board of Directors. Such action shall take place at a regular meeting of the Board of Directors at least ten (10) days subsequent to the meeting of the Board of Directors at which the rules and regulations are initially introduced for passage, provided, however, that an affirmative vote of two-thirds of the members of the Board of Directors may enact rules and regulations at the regular or special meeting at which such rules and regulations are first introduced for consideration. Within thirty (30) days of the vote of the Board of Directors enacting new rules and regulations, the secretary shall cause notice thereof, consisting of the full text of such rules and regulations, to be mailed to all members of the Association, postage prepaid, at the last known address of each such member.

SECTION 3. EFFECTIVE DATE OF RULES AND REGULATIONS. Rules and regulations shall become effective ten (10) days after the notice of the enactment thereof is mailed to members in accordance with the provisions of Section 2, next above.

SECTION 4. FINES, SUSPENSIONS AND OTHER 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 shall not necessarily be limited to:

- (a) Suspension from the privileges of membership, to include the right to vote and the right to use and enjoy all or part of the Common Area, for a period not to exceed ninety (90) days for each such violation.
- (b) The assessment of reasonable fines, not to exceed two hundred dollars (\$200.00) for each such violation. Such fines, as well as costs and attorney's fees expended in collecting fines or

enforcing suspensions pursuant to Section 4 (a), next above, shall be considered Special Assessments in accordance with Article VI, and shall become a lien against any lot, unit or other land owned or occupied by any violator.

- (c) Reasonable directives of a mandatory or prohibiting nature concerning courses of conduct or material, equipment, structures or property, including, but not limited to:
  - (1) Prohibitions on the use of specified equipment, vehicles, watercraft or devices in or around the Common Area (e.g., requiring a boat which has frequently been involved in violations of rules and regulations to be removed from the lakes).
  - (2) The removal of structures failing to conform with architectural control guidelines, or vehicles or watercraft parked or stored on lots or land within the properties in violation of restrictive covenants, rules and regulations.
  - (3) The imposition of Special Assessments to pay the costs of removing, and if necessary storing, unauthorized vehicles, boats or structures from lots or other land.
  - (4) Prohibitions on certain members engaging in specified activities, authorizing the use of the Common Area by specified guests, or otherwise exercising privileges within the Properties which have previously jeopardized the health, safety or welfare of the members.
- (d) Other reasonable actions by the Board of Directors which are specified in the rules and regulations promulgated by the board and which bear a reasonable relationship to the violation for which the sanction is imposed.

**SECTION 5. PROCEDURE FOR IMPOSING SANCTIONS.** Whenever violations of rules and regulations promulgated by the Board of Directors justify the imposition of sanctions pursuant to Section 4, next above, such sanctions shall be imposed only in accordance with the following procedure:

- (a) When a member has accumulated sufficient points, or committed a single offense justifying the imposition of sanctions, he or she shall be given written notice of the alleged offense(s), and the sanction to be imposed, by the General Manager.
- (b) The member shall have ten (10) days following date of the notice required by Section 5(a) to request a hearing in front of the Appeals Committee. Such request shall be made in writing to the General Manager. If such a hearing is not requested all sanctions specified in the notice shall be effective upon the expiration of the 10-day period. The appeal period may be extended for only good cause in the discretion of the Appeals Committee.
- (c) If a hearing before the Appeals Committee is requested, it shall be held at the next scheduled meeting of the Committee from the receipt of the request from the General Manager. At the hearing the member(s) shall be allowed to be present and represented by counsel. He or she may present evidence, call and examine witnesses and cross-examine witnesses called for the purpose of establishing the violation(s) alleged.
- (d) The Appeals Committee shall make a preliminary decision concerning the existence of violations as alleged, and the appropriate sanctions to be imposed. This preliminary decision shall be in writing and forwarded to the member within five (5) days of the hearing.
- (e) The member shall have ten (10) days, following receipt of the preliminary decision of the Appeals Committee, in which to request a hearing before the Board of Directors. Such request shall be made in writing to the General Manager. If a hearing before the Board of Directors is requested the preliminary decision shall be stayed. If no hearing is requested the preliminary decision shall become final and the sanctions recommended therein shall be effective ten (10) days after the delivery of the preliminary decision to the member(s).
- (f) If a hearing is requested before the Board of Directors, it shall be held at the next regular meeting of the Board, or at a special meeting called before the next regular Board meeting. At such

hearing the Board of Directors shall receive and consider the preliminary decision of the Appeals Committee and any testimony or other evidence which the member(s) desire to present.

- (g) Within five (5) days of the hearing the Board of Directors shall render a written decision and cause it to be served on the member(s) personally or by registered or certified mail. The decision shall specify the rules and regulations which have been violated, the acts constituting such violations and the sanction or sanctions imposed. At the option of the Board, the preliminary decision of the Appeals Committee may be adopted by reference as the decision of the Board.
- (h) Upon receipt of the decision of the Board of Directors by the member(s) the sanctions contained therein shall be effective.

**SECTION 6. ENFORCEMENT OF SANCTIONS.** All members are deemed to have given their implied consent to the authority of the LPOA to impose reasonable rules and regulations upon them and their licensees and guests when they purchased or occupied property subject to the Declaration. Such consent includes the right of the Association to suspend or curtail access to the Common Area and impose fines and other reasonable sanctions for the violation of duly promulgated rules and regulations. Failure to abide such sanctions may therefore result in:

- (a) A civil action in any Court of competent jurisdiction, and the recovery costs and reasonable attorney's fees from the non-complying member(s).
- (b) Criminal prosecution for trespass or other appropriate offenses.
- (c) The use of reasonable and lawful force by members of Lakewood Patrol to insure compliance.

**SECTION 7. PENALTY FOR DISREGARDING SANCTIONS.** In addition to the methods enumerated in Section 6, next above, for enforcing sanctions, each day during which a member disregards or fails to comply with duly imposed sanctions shall be regarded as a new and separate violation of the rules and regulations of the Association and shall, upon notice and hearing, as herein before provided, result in a fine or suspension equal to the total fine or suspension, if any, originally imposed against the member(s) disregarding such sanctions.

## **ARTICLE XVI MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year.

## **CERTIFICATE**

I the undersigned do hereby certify:

That I am the duly elected and acting secretary of the Lakewood Property Owners Association, a Missouri Corporation, and that the above By-Laws of the Lakewood Property Owners Association are the current By-Laws as of September 13<sup>th</sup>, 2018.

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Larry Fields, Secretary

Effective 8/9/90  
Revised: 6/10/93  
Revised: 12/09/93  
Revised: 10/12/95  
Revised: 10/10/96  
Revised: 5/15/97



Revised: 6/10/97  
Revised: 1/08/98  
Revised: 3/12/98  
Revised: 11/12/98  
Revised: 10/14/99  
Revised: 8/10/00  
Revised: 2/13/03  
Revised: 8/12/04  
Revised: 3/9/06  
Revised: 8/10/06  
Revised: 11/12/15  
Revised: 7/14/16  
Revised: 6/14/18  
Revised: 9/13/18  
Revised: 6/8/23

STATE OF MISSOURI

COUNTY OF JACKSON

On this 13th day of September, 2018 before me, a Notary Public, personally appeared Larry Fields, to me known to be the person described herein 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 on the day and year last above written.

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Notary Public

My Commission Expires

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