



**LOCH LLOYD NORTH
HOMES ASSOCIATION**

BYLAWS

June 22, 2011

BYLAWS OF LOCH LLOYD NORTH HOMES ASSOCIATION, INC.

INTRODUCTORY PROVISIONS

1. Applicability. These Bylaws ("Bylaws") shall relate to the property commonly known as Loch Lloyd North subdivision located in the Village of Loch Lloyd, Cass County, Missouri, more particularly described in Declaration, as hereinafter defined, and Exhibits thereto.
2. Name. The name of the Corporation is Loch Lloyd North Homes Association, Inc., a not for profit corporation organized under the laws of the State of Missouri.
3. Definitions. The capitalized terms used herein without definition shall have the same definitions as such terms have in the Declaration, unless these Bylaws or the context of these Bylaws clearly indicate otherwise.

NOTE: These Bylaws may supplement, expand upon, and clarify provisions of the Declaration of Covenants, Conditions, and Restrictions for Loch Lloyd North recorded in the Recorder's Office for Cass County, Missouri, in Book 3464 at Page 805, as amended from time to time (the "Declaration"); provided however, that should there be a conflict between the provisions of these Bylaws and the Declaration, the Declaration shall prevail.

ARTICLE I

Definitions

Section 1. "Articles of Incorporation" shall mean the Articles of Incorporation of Loch Lloyd North Homes Association, Inc., a Missouri nonprofit corporation, as such Articles of Incorporation may be amended from time to time.

Section 2. "Association" shall mean and refer to Loch Lloyd North Homes Association, Inc., a Missouri nonprofit corporation, and its successors and assigns.

Section 3. "Association Board" shall have the meaning set forth in Article VII of these Bylaws.

Section 4. "Common Area" shall mean and refer to all real property, improvements, facilities and utilities owned or leased by the Association, together with any easement

rights the Association has for maintenance or for use and enjoyment of the Members (excepting Lots and Living Units thereon), including any and all extensions, replacements, additions and improvements to any such property, improvements, facilities or utilities now or hereafter owned by the Association.

Section 5. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Loch Lloyd North recorded in the Recorder's Office for Cass County, Missouri, in Book 3464, at Page 805, as may be amended from time to time.

Section 6. "Declarant" shall mean and refer to LL North, L.L.C., a Missouri limited liability company, and its successors and assigns, subject to Articles XVII of the Declaration.

Section 7. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties and designed and intended for use and occupancy as a residence by a Single Family.

Section 8. "Lot" shall mean and refer to any lot as shown as a separate lot on any recorded subdivision plat of the Properties, with the exception of Common Areas as herein defined.

Section 9. "Members" shall mean and refer to Members of the Association, which shall consist of all Owners.

Section 10. "Notice" shall mean and refer to written notice delivered personally or mailed to the last known address of the intended recipient.

Section 11. "Owner" shall mean and refer to the record holder of fee simple title to any Lot, whether one or more persons or entities.

Section 12. "Properties" shall mean and refer to all real property which is subject to the Declaration, together with such other real property as may from time to time be annexed thereto under Article II of the Declaration.

Section 13. "Quorum of Members" shall mean and refer to representation in person or by proxy of Members who hold at least thirty percent (30%) of the total number of votes of all Members. Whenever a majority (or other specified percentage) vote of a Quorum of Members is required by these Bylaws, such shall mean the affirmative vote of a majority (or other specified percentage) of the Members voting at a meeting at which a Quorum of Members is present in person or by proxy.

Section 14. "Rules & Regulations" shall mean and refer to the document containing the rules, regulations, and policies of the Association as they may be amended from time to time.

Section 15. "Single Family" shall mean and refer to a single housekeeping unit of one family which includes not more than three (3) adults together with their children. In the event of a dispute as to the application of this section, the Association Board in its sole discretion shall resolve such dispute.

ARTICLE II

Location

The principal office of the Association shall be located at 16750 Country Club Drive, Village of Loch Lloyd, Missouri 64012, or such other place as may from time to time be designated by the Association Board.

ARTICLE III

Membership

Section 1. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject by covenants of record to assessment by the Association shall be a member of the Association, and no Member shall be permitted or allowed to disclaim said membership and the duties and obligations thereof nor withdraw from the Association for any reason; provided, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. For the purposes of determining membership and votes, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not also be counted. In the case of a Member that is a corporation, partnership, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity that is not an individual, the Member shall designate an individual to exercise the Member's membership rights, including without limitation, the right to vote the Member's interest and to be elected to the Association Board or any other committee governed by the Declaration; provided however, the Member must designate an individual that resides at the Living Unit owned by the Member. The delegation of membership rights pursuant to this paragraph shall be by written notice to the Secretary of the Association, and may be revoked by the Member at any time and for any reason by written notice to the Secretary of the Association. An individual designated pursuant to this paragraph cannot exercise a Member's membership interests if that Member is under suspension as provided for in these Bylaws or the Declaration for the infraction of any provision of the Declaration, these Bylaws, or any rule or regulation.

Section 2. The rights of membership are subject to the payment of annual and special assessments levied by the Association under Article V of the Declaration, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the property against which such assessments are made as provided for in Article VII of the Declaration.

Section 3. The membership rights, including but not limited to the rights provided for in Articles IV and V of these Bylaws, of any person whose interest in the Properties is subject to assessments under Article III, Section 2 of these Bylaws may be suspended by action of the Association Board during the period when the assessments remain unpaid; but, upon payment of overdue assessments, such rights and privileges shall be automatically restored. The Association Board shall adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of any person thereon, as provided in Article IX, Section 1 of these Bylaws, and in the event of breach of such rules and regulations, the Association Board may, in its discretion, suspend the rights of any such person for violation of such rules and regulations, but the suspension period shall not exceed thirty (30) days for each separate violation.

ARTICLE IV

Voting Rights

The Association shall have two (2) classes of voting membership, Class "A" and Class "B", as more fully described in Article III, Section 2 of the Declaration. Each Class "A" Member shall be entitled to one (1) vote for each Lot or Living Unit owned by the Member.

ARTICLE V

Property Rights and Rights of Enjoyment of Common Property

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Areas in the manner provided in the rules and regulations adopted by the Association Board for such purpose in accordance with Article III, Section 3 of these Bylaws.

Section 2. Any Member may delegate his rights of enjoyment of the Common Areas to the members of his family who reside upon the Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one (1) year or more. Such Member shall notify the Secretary in writing of the name of any such person and of the relationship of the Member to such person. The rights and privileges of such person are subject to suspension under Article III, Section 3 of these Bylaws to the same extent as those of the Member.

ARTICLE VI

Association Purposes and Powers

The Association has been organized for the general purposes of promoting the health, safety, welfare and enjoyment of the residents within the Properties (and such additions thereto as may hereafter be brought within the jurisdiction of the Association), and providing for the acquisition, construction, management, maintenance and care of the

Properties themselves. In connection with such general purposes, the Association shall have the more specific purposes and powers set forth in the Articles of Incorporation and the Declaration.

ARTICLE VII

Association Board

Section 1. The affairs of the Association shall be managed by a Board of Directors (the "Association Board") composed of three (3) directors ("Directors"). During the Class "B" Period, a majority of the Directors shall be appointed by the Declarant, and a minority of the Directors shall be elected by a majority of a Quorum of the Members. After the Class "B" Period, Directors shall be elected by a majority of a Quorum of the Members, and each must be a Member in good standing in order to be elected and remain as a Director. In the event of the death, disqualification or resignation of an elected Director, his or her successor shall be selected by the remaining Directors and shall serve the unexpired term of his or her predecessor; provided, however, that during the Class "B" Period, any such Director shall be replaced by the Declarant if such Director was originally appointed by the Declarant.

Section 2. The terms of office of the Directors shall be staggered terms of three years each. The intent of this section is to create and maintain staggered terms for Directors. Directors may serve more than one term. Not later than thirty (30) days after the end of the Class "B" Period, the terms of the Directors appointed by the Declarant shall expire. After the Class "B" Period, one (1) of the initial Directors elected to replace the Directors appointed by the Declarant shall serve a term of one (1) year, and the other initial Director elected to replace the Director appointed by the Declarant shall serve a term of two (2) years, for the purpose of initiating a staggered term of Directors, the intent being that no more than two (2) Directors shall be elected in any given year. Notwithstanding the foregoing, a Director shall hold office until such Director's successor is duly elected pursuant to Article VIII of these Bylaws.

Section 3. The number of Directors may be increased to seven upon approval of the Declarant, during the Class "B" Period, or a majority of a Quorum of the Owners, after the Class "B" Period; this change shall be reflected by amendment to these Bylaws, the Articles of Incorporation and the Declaration; provided however, that the number of Directors shall always be an odd number.

ARTICLE VIII

Election of Directors: Nominating Committee

Section 1. Election of Directors shall be held at the Annual Meeting of the Members (as defined in Article XIII of these Bylaws) and shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under Article IV of these Bylaws. The persons receiving the largest number of votes shall be elected.

Section 2. Nominations for election to the Association Board shall be made by a nominating committee (the "Nominating Committee") which shall be one of the Standing

Committees (as defined below) of the Association. The Nominating Committee shall consist of a chairman, who shall be a Director on the Association Board, and two or more Members of the Association. The Nominating Committee shall be appointed by the Association Board 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.

Section 3. The Nominating Committee shall make as many nominations for election to the Association Board as it shall in its discretion determine but not less than the number of vacancies that are to be filled. All nominations must be Members in good standing and shall be placed on a written ballot mailed to all Members with instructions for casting the ballot. Ballots may be cast in person or by mail. Ballots shall be collected and counted and results mailed to the Members if ballots are cast only by mail, or announced at an annual or special meeting if the election corresponds with a meeting of the Members. For the election to be valid, the total number of votes cast in the election must be equal to or greater than a Quorum of Members.

ARTICLE IX

Powers and Duties of the Association Board

Section 1. The Association Board shall have power:

- a. To call special meetings of the Members whenever it deems necessary and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership.
- b. To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.
- c. To adopt and publish rules and regulations governing the use of the Common Areas and the personal conduct of the Members and their guests thereon.
- d. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to the Members in the Declaration.
- e. To submit to Members any matter for mail ballot in lieu of a special meeting provided such balloting meets the requirements covered elsewhere herein for successful election of any issue.

Section 2. It shall be the duty of the Association Board:

- 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 is requested in writing by one-fourth (1/4) of the voting membership.
- b. To supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.
- c. To employ, at its discretion, a professional real estate management company to carry out the purposes of this Association including, but not by way of limitation, maintenance of the Common Areas.
- d. As more fully provided in the Declaration, to establish, levy and impose assessments against the Lots or Living Units, and collect the assessments, fees and charges, and in connection therewith:
 - i. To fix the amount of the assessment against each Lot or Living Unit for each assessment period at least thirty (30) days in advance of such date or period. Notwithstanding the foregoing, the General Assessment (as defined in the Declaration) shall be fixed at the annual amount of up to One Thousand Eight Hundred Dollars (\$1,800.00) for four (4) years from January 1, 2011.
 - ii. To prepare a roster of the Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member.
 - iii. To send written notice of each assessment to every Owner subject thereto; and
 - iv. 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. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.
- e. To maintain liability insurance and property damage insurance protection for the Association Board, the Owners and the Properties in such amounts as are reasonable necessary in the judgment of the Association Board.

ARTICLE X

Directors' Meetings

Section 1. Regular meetings of the Association Board shall be held during the months of June and December of each and every year.

Section 2. Regular and special meetings of the Association Board shall be held when called by a majority of the Directors then serving after not less than three (3) days' notice to each Director.

Section 3. The transaction of any business at any meeting of the Association Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 4. The majority of the Association Board shall constitute a quorum thereof.

ARTICLE XI

Officers

Section 1. The officers of the Association shall include a President, a Vice President, a Secretary, and a Treasurer. The President and the Vice President shall be Directors on the Association Board. The same person may hold more than one such office simultaneously; provided however, the offices of President and Vice President must be held by different persons.

Section 2. The officers shall be chosen by majority vote of the Association Board.

Section 3. All officers shall hold office at the pleasure of the Association Board.

Section 4. The President shall: (a) preside at the meetings of the Association Board; (b) see that orders and resolutions of the Association Board are carried out; and (c) sign all notes, checks, leases, deeds of trust, chattel mortgages, deeds and all other written instruments.

Section 5. The Vice President shall perform all the duties of the President in his absence.

Section 6. The Secretary shall be ex officio the secretary of the Association Board. The Secretary shall: (a) record the votes and keep the minutes of all proceedings in a book to be kept for the purpose; (b) sign all certificates of membership; (c) keep the records of the Association; and (d) record the names of all Members of the Association together with their addresses as registered by such Members in a book kept for that purpose.

Section 7. 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 Association Board; provided however, that a resolution of the Association Board shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Association Board. Either the President or the Treasurer may sign all checks and notes of the Association.

Section 8. The Treasurer shall keep proper books of account and shall prepare an annual budget and balance sheet statement that shall be presented to the Members at the regular annual meeting.

ARTICLE XII

Committees

Section 1. The “Standing Committees” of the Association shall include, but not be limited to:

The Nominating Committee
The Design Review Committee
The Security Committee

Unless otherwise provided herein or in the Declaration, each committee shall consist of a chairman and two or more Members and shall include a Director of the Association board for board contact. The committees shall be appointed by the Association Board prior to each annual meeting and shall serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting. The Association Board may appoint such other committees as it deems desirable.

Section 2. The Nominating Committee shall have the duties and functions described in Article VIII of these Bylaws.

Section 3. The purposes, powers, duties, composition, appointment, and operation of the Design Review Committee, and all other rules governing said Committee, shall be as set forth in Article XII of the Declaration.

Section 4. With the exception of the Nominating Committee, each committee shall have power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and function.

Section 5. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties, and activities within its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

ARTICLE XIII

Meetings of Members

Section 1. The regular annual meeting of the Members (the “Annual Meeting of the Members”) shall be held in the month of October in each year, at a date and time set by the Association Board.

Section 2. Special meetings of the Members for any purpose may be called at any time by a majority of the Association Board then serving, or upon written request of the Members who have a right to vote one-fourth (1/4) of the total votes of the Association membership.

Section 3. Notice of any meetings shall be given to the Members by the Secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notice of any meeting, regular or special, shall be mailed to him at such address. Notice of any meeting shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided however, that if the business of any meeting shall involve an election governed by Article VIII of these Bylaws or any action governed by the Articles of Incorporation or the Declaration, notice of such meeting shall be given or sent as therein provided.

Section 4. A Quorum of Members present in person or by proxy shall be required for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or the Declaration shall require a quorum as therein provided.

ARTICLE XIV

Proxies

Section 1. At all meetings of the Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond the period of eleven (11) months, and every proxy shall automatically cease upon sale by the Member of his Lot or other interest in the Properties. No proxies shall be valid unless all assessments, fees or charges are current.

ARTICLE XV

Books and Papers

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE XVI

Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: LOCH LLOYD NORTH HOMES ASSOCIATION, INC.

ARTICLE XVII

Amendments

Section 1. These Bylaws may be amended from time to time. During the Class "B" Period, which is described in Article III, Section 2 of the Declaration, any such amendment of the Bylaws may be made by and shall require the written approval of the Class "B" Member. After the Class "B" Period, any such amendment shall be made at a regular or special meeting of the Members, by a vote of a majority of a Quorum of Members present in person or by proxy, provided that those provisions of these Bylaws which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact governed by the Declaration applicable to the Properties may not be amended except as provided by the Declaration.

Provided, however, that no amendment shall occur without the written consent of the Class "B" Member until the Class "B" Period has ended.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XVIII

Indemnification of Officers and Directors

Section 1. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation partnership, joint venture, trust or other enterprise, against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, to the maximum extent permitted by applicable law, and any such expenses shall be paid by the Association in advance of the final disposition of any such action, suit, or proceeding, to the maximum extent permitted by applicable law.

Section 2. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of the Members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall insure to the benefit of the heirs, executors and administrators of such a person.

Section 3. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability under the provisions of this Article.

IN WITNESS WHEREOF, the undersigned, as Secretary of Loch Lloyd North Homes Association, Inc., confirms that the same were duly adopted by the Declarant and the Association Board and has hereunto set my hands this 22 day of June, 2011.

Secretary