

**Amended and Restated Bylaws for
Autumn Corners at Copper Leaf Home Owners Association, Inc.**

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1. Name, Location, and Description

The name of the corporation shall be "Autumn Corners at Copper Leaf Home Owners Association, Inc." For the purposes of this document the name shall be the "Association. The address of the Registered Office of the Association in the State of Missouri is:

1394 N. Sandy Creek Circle Nixa, MO 65714

The Association is comprised of the registered owners of the condominium units in the Autumn Corners at Copper Leaf condominium.

2 Definitions

All terms shall be in accordance with the definitions contained in the Declaration of Condominium for Autumn Corners at Copper Leaf. "Association" refers to the Autumn Corners at Copper Leaf Home Owners Association, Inc.

3. Board of Directors

3.1. Number. The number of Directors which shall constitute the Board of Directors shall be five. All Directors shall be Members of the Association. Each Director shall be elected to serve for a term of one year, or until his successor shall be elected and shall qualify.

3.2. Vacancy. If the Office of any Director, or Directors, becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or other reason, the Board of Directors shall elect a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

3.3. Removal. Directors may be removed from office with or without cause by an affirmative vote or written agreement of a simple majority of the members of the Association.

3.4. Compensation. No Director shall receive compensation for service as a Director. However, any Director may be reimbursed for their actual expenses incurred in the performance of their duties, as approved by the Board of Directors.

3.5. 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.

4. Powers and Duties of the Board of Directors

4.1 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, the personal conduct of the members thereon, and such other rules as may become necessary for the maintenance of the Association and its assets.

(B) To exercise for the Association all powers, duties, and authority vested in, or delegated to the Association that are not otherwise reserved to the membership by provisions of these Bylaws, the Articles of Incorporation, the Declaration, or prohibited by statute.

(C) To contract for the services of a manager, independent contractors, or such other craftsmen or laborers as they may deem necessary and to prescribe their duties.

4.2. 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 Association affairs and to present a statement to the members of the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-third of the members who are entitled to vote;

(B) To supervise all officers, agents and contract workers of this Association and to see that their duties are properly performed;

(C) As more fully provided herein and in Article 12 of the Declaration:

(1) To fix the amount of the proposed annual assessment against each lot at least 30 days in advance of each annual assessment period and submit same to the Association members for their approval at the Annual Meeting; and

(2) To send a written notice of any proposed change in assessment to every owner subject thereto at least 30 days in advance of each annual assessment period; such notice shall include the reasons for any proposed changes.

(D) To issue, or 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 of the payment of any assessment therein stated to have been paid;

(E) To procure and maintain adequate liability, fire and all-hazards insurance on property owned or controlled by the Association;

(F) To cause the common areas (as defined in the Declaration, "Common Elements" and "Limited Common Elements") to be maintained in first-class condition;

(G) To prepare a proposed budget for the next year along with a statement of anticipated income; and present same to the members for approval at the annual meeting; and

(H) To pay routine and recurring charges for items listed in the annual budget, as amended.

5. Membership

5.1. Qualifications. Membership in the "Autumn Corners at Copper Leaf Home Owners Association, Inc." shall be limited to unit owners. Each unit is entitled to one vote even though a unit may be owned jointly or co-owned. Membership in the Association may be transferred only as an incident in the transfer of ownership of the unit and its undivided interest in the common elements of the condominium.

5.2. Suspension of Membership. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights of that member and the right to use the common area and facilities may be suspended by the Board of Directors until such assessment shall be paid. The rights of a member may also be suspended, after notice and a hearing, for a period of not to exceed 90 days for violation of any rules and regulations established by the Board of Directors governing the use of the common areas and facilities, or for conduct detrimental to the common welfare.

5.3. Termination of Membership; No Refunds. Membership of a Unit owner is automatically terminated upon the conveyance of that Member's Unit. The Association does not refund any monies paid to the Association as monthly assessments.

6. Meetings

6.1. Annual Meetings.

The Annual Meeting of the Autumn Corners at Copper Leaf Property Owners Association, Inc., shall be held annually at a time and place designated by the Board of Directors.

6.2. Special Meetings.

Special Meetings of the Association may be called at any time by the Board of Directors or upon written request made to the Board of Directors by members representing one-third of the total membership, with the request specifying the purpose of the special meeting. Notice of special meetings shall be given as provided below in Section 6.3 of these Bylaws.

6.3. Notice of All Membership Meetings. Notice of Membership meetings (other than meetings for consideration of a budget, which require 14 days notice and a copy of the proposed budget) stating the place, day, and hour of the meeting shall be delivered to all members at least two days in advance of the scheduled meeting date. Notices of Special Meetings shall state the purpose of the Special Meeting.

6.4. Meetings of Membership. All meetings of the Association membership shall be held at such place in Nixa as may be stated in the notice of the meeting.

6.5. Quorum. Unless otherwise provided by the Declaration, Articles of Incorporation, or these Bylaws, the presence at any meeting of members or proxy votes entitled to cast 20% of the total votes of the membership shall constitute a quorum for any action. If such a quorum shall not be present or represented by proxy at any meeting, the members present entitled to vote may adjourn the meeting. As provided in the Missouri Uniform Condominium Act, section 448.3-103.3, a properly called

meeting for consideration of budget proposed by the Board of Directors will result in the deemed approval of the proposed budget unless it is rejected by the votes of a majority of the total Members, whether appearing in person or by proxy, regardless of whether a quorum is present.

6.6. Proxies. At all meetings of members, each member entitled to a vote may vote in person or by proxy. All proxies must be dated, in writing, signed by all owners of the Unit for which it will be exercised, and presented to the Secretary at the beginning of the meeting at which it will be used. Every proxy shall be revocable and shall automatically cease to be valid (a) upon the transfer of ownership of the member's unit, (b) upon attendance at the meeting by the Member who has made the proxy appointment, (c) the expiration of one year from its date, unless the proxy appointment specifies a shorter time.

6.7. Order of Business.

The order of business at all meetings of the Board shall be as follows:

- A. Roll Call;
- B. Reading of minutes of the last meeting;
- C. Consideration of communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of Committees;
- G. Unfinished business;
- H. Open forum, with time limits for speakers established by presiding officer.

- I. Original resolutions and new business;
- J. Adjournment.

7. Officers and Their Duties

7.1. General.

The Executive Officers who are to serve as members of the Board of Directors for the Association shall be the President, Vice President, Secretary, Treasurer and Director at Large.

7.2. Election of Officers. The officers shall be elected at the annual meeting from among the Association membership. If the Board so determines, they may appoint such other officers or agents from among the Association membership as it may deem necessary. All the appointees shall hold office at the pleasure of the Board and shall perform such duties as may be prescribed by the Board. All appointees are subject to removal with or without cause at any time by action of the Board.

7.3. Term. The officers elected at the annual meeting shall serve for one year unless they shall resign, are removed, or otherwise become unqualified to serve.

7.4. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the membership. Any officer may resign at any time by giving notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the resignation notice.

7.5. Vacancies. A vacancy in any elected office may be filled by a majority vote of the Board. The officer elected to fill such a vacancy shall serve for the remainder of the term of the officer being replaced.

7.6. Multiple Offices. The offices of Vice President and Secretary can be filled by the same person. No person shall simultaneously hold more than one of the other elected offices. This restriction shall not apply to special offices created pursuant to Section 2 of this Article.

7.7. Duties of Each Officer. The duties of the officers are as follows:

(A) *President.* The President shall preside at all meetings of the Board and Association membership; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds or other legal instruments; and may co-sign all checks and promissory notes, according to adopted policies of the Board. The President will also communicate with the Board of the overall Copper Leaf Association, as appropriate.

(B) *Vice-President.* The Vice-President shall act in the place of the President in the event of his absence or inability to act and shall exercise and discharge such other duties as may be required.

(C) *Secretary.* The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Association; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as may be required.

(D) *Treasurer.* The Treasurer shall receive and deposit in all appropriate bank accounts all monies of the Association and shall disburse the funds as directed by the Board of Directors or by the vote of the Association; shall sign all checks and promissory notes of the Association; keep proper books of accounts; cause an annual audit of the association books to be made by a certified public accountant at the completion of the fiscal year, or an annual audit may be made by a committee of three members of the Association.

(E) *Director at Large*. The fifth director, who does not hold another office, shall act as Sergeant at Arms and shall have such other duties as assigned by the President.

8. Books and Records

8.1 Books and Records Open to Inspection. The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or their authorized representatives. The Declaration, the Articles of Incorporation, and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association; a copy shall be provided initially for the owners of each unit upon request and additional copies may be made available to members.

8.2 Accounting Standard. The Association shall maintain accounting records according to good accounting practices. Such records shall include, but not be limited to, a record of all receipts and expenditures, an account for each Unit which shall designate the name and address of the Unit Owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due.

8.3 Fiscal Year and Seal. The fiscal year of the Association shall begin on the first day of January and end of the thirty-first day of December. The Association shall have no corporate seal.

9. Amendment and Conflict with Other Documents

9.1 Amendment. These Bylaws may be amended at a regular or special meeting of the members of two-thirds vote of a quorum of members present or voting by

proxy.**9.2. Conflict with Other Documents.** In the case of conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of conflict between these Bylaws and the Declaration, the Declaration shall control.

I certify that the foregoing amended and restated bylaws were adopted by the vote of a two third majority of those present at a meeting held on _____
____. 2019, at which a quorum was present, in person or by proxy.

_____, Secretary