

ROBERTS & EASLEY, LLC
Attorneys at Law

Attorneys
Joshua K. Roberts
Kevin A. Easley

2202 West Chesterfield Blvd., Ste. 100
Springfield, Missouri 65807
417-881-1076
417-881-3273 fax

Sender's Email: jroberts@robertsandeasley.com
Website: www.robertsandeasley.com

Paralegals
Candice C. Huett
Rachel Underwood
Shana M. Moraga

April 2, 2026

Ms. Wendy Watson
President
Cobble Creek Owner's Association, Inc.
PO Box 1257
Nixa, Missouri 65714

Re: Cobble Creek Owners Association, Inc. Inquiry

Dear Ms. Watson:

Thank you for your communication regarding clarification of recent votes of the Cobble Creek Owners Association, Inc. In connection with your request, I have reviewed the Cobble Creek Covenants and Restrictions ("Covenants") and its attachments, which include the Articles of Incorporation and Bylaws of the Corporation ("Bylaws"). I have reviewed the First Amendment to those Covenants as well as posted meeting minutes. I also reviewed the Urgent Inquiry Regarding Governance and Fiduciary Oversight document and the 2026 Annual Meeting Minute talking points. I was asked to determine the legitimacy of the vote on the Covenant Amendments, a Special Assessment, as well as how vacant officer positions are filled.

First, in regard to any homeowner's association operation, the answer to most legal questions depends on the interpretation of the specific language in the governing documents. In reviewing the documents, it appears there is a great deal of confusion as to how the Covenants and the Bylaws are applied to these circumstances. Originally, the Covenants were applicable to assessment votes and neighborhood issues, while the Bylaws applied to the issues regarding voting on and filling Board and Officer positions. The Covenant Amendment creates new rules regarding Director and Officer elections that are now inconsistent with the Bylaws, which were not amended. Note that when in conflict, the Covenants control. (See Covenant Article 8). Further, while some terms in the Covenants are defined, many that are relevant to these issues are not defined and open to interpretation. Due to a lack of clear definition, a definitive legal opinion on their application can only be had by judicial determination. Nonetheless, I have provided my professional opinion below.

Covenant Amendment Vote

It is my understanding that there is a dispute as to the establishment of a quorum and vote count regarding a covenant amendment vote from September of 2025. Specifically, the issue whether a delinquent or non-participating Member counts in establishing a quorum and in the vote total (the denominator of a vote tally).

Key Covenant Sections Addressing Delinquency and Voting

- **Section 1.17 ("Member"):** Defines a "Member" as any person or entity who owns a fee interest in a Lot subject to the covenants.
- **Section 4.4 ("Additional Remedies"):** Explicitly states that "the Board of Directors may suspend the voting rights of any Member for any period during which any assessment against his Lot remains unpaid".
- **Section 18.5 ("Amendments"):** (a) Amendment or modification hereof shall be effective only if approved by the Owners of at least sixty-seven (67%) of the Lots; (b) The approval of at least sixty-seven percent (67%) of all Owners, shall be required to add or amend any material provisions of the constituent documents of the Project which establish, provide for, govern or regulate any of the following: Voting, Assessments, Assessment liens or subordination of such liens; Reserves for maintenance, repair and replacement of the Common Area Insurance; Rights to use of the Common Area; Responsibility for maintenance and repair of the several portions of the Project Expansion or contraction of the Project or the addition, annexation Reallocation of the Interest in the Common Area or rights to its use; Boundaries of any Lot or of the Common Area; Restoration or repair of the Project following hazard damage

The purpose of a quorum is to ensure that a very small number of people do not control the will of a much larger group. I understand there was an objection to an extended voting period in establishing the quorum for the vote at issue. There is no Covenant provision stating that the meeting to cast votes on an issue has any specific time limitation or requirement for an in person simultaneous appearance to establish a quorum. There is also no state statute that requires everyone to be in one place at one time. Allowing voting over time and by proxy or absentee ballot is actually fairer than requiring a vote at one particular time and location. This is akin to traditional elections in the community where the absentee voting period usually lasts several weeks predating the date of in person ballot casting.

It is my understanding that the vote at issue had 133 yes votes, 10 no votes and 1 abstention. With 144 votes cast, that would constitute a quorum for membership totals up to and including 282 Members. It appears that the vote actually passed with 92% approval. In fact, drawing on traditional elections in the United States, whether it be for president, governor, mayor, school board, ballot measure, etc., the relevant threshold to reach passage or election is the number of votes cast for a particular position divided by the total number of votes that were actually cast in the specific election. Further, no

traditional election in the United States includes individuals who are ineligible (e.g. children or convicted felons) in a total vote tally to establish a required percentage threshold. It would be an odd interpretation indeed to allow those disqualified or unwilling to participate to override the will of over 90% of the people who are qualified and did vote. Finally, I would note that even if the vote denominator was all eligible members (192), the vote would have still passed (69%). See attached Exhibit A. In my opinion, this was a valid vote based upon a proper quorum.

Special Assessment Vote

It is my understanding that there is also a dispute as to the establishment of a quorum and vote count regarding a special assessment vote from September of 2025. Specifically, the issue is whether a delinquent or non-participating Member counts in establishing a quorum and in the vote total (the denominator of a vote tally).

Key Covenant Sections Addressing Delinquency and Voting

- **Section 1.17 ("Member"):** Defines a "Member" as any person or entity who owns a fee interest in a Lot subject to the covenants.
- **Section 4.4 ("Additional Remedies"):** Explicitly states that "the Board of Directors may suspend the voting rights of any Member for any period during which any assessment against his Lot remains unpaid".
- **Section 5.4(c) ("Special Assessments"):** In addition to the Annual Assessments, the Board of Directors of the Association may levy in any year Special Assessments for the following purposes:

(c) Defraying, in whole or part, the cost of any construction or reconstruction or unexpected repair or replacement of a capital improvement upon the Common Area; provided that any such assessment shall require the consent of Members holding at least sixty-seven (67%) of the total votes of those Members present at a meeting duly called for this purpose.

- **Section 5.5 ("Assessment Quorum"):** "[T]he presence of members or of proxies entitled to **at least fifty-one percent of the total votes of all members of the Association shall constitute a quorum.**" This sentence is unclear, but when read in connection with the other two sections and the document as a whole, I would interpret it as a quorum consisting of 51% of all of the Members that are entitled to vote. This would exclude disqualified Members and would exclude the commons and pool lots as they have no Membership interest.

The purpose of a quorum is to ensure that a very small number of people do not control the will of a much larger group. I understand there was an objection to an extended voting period in establishing the quorum for the vote at issue. There is no Covenant provision stating that the meeting to cast votes on an assessment has any specific time limitation or requirement for an in person simultaneous appearance to establish a quorum.

There is also no state statute that requires everyone to be in one place at one time. Allowing voting over time and by proxy or absentee ballot is actually fairer than requiring a vote at one particular time and location. This is akin to traditional elections in the community where the absentee voting period usually lasts several weeks predating the date of in person ballot casting.

It is my understanding that the vote at issue had 104 yes votes, 39 no votes and 1 abstention. With 144 votes cast, that would constitute a quorum for membership totals up to and including 282 Members. It appears that the vote actually passed with 72% approval. See Exhibit B. In fact, drawing on traditional elections in the United States, whether it be for president, governor, mayor, school board, ballot measure, etc., the relevant threshold to reach passage or election is the number of votes cast for a particular position divided by the total number of votes that were actually cast in the specific election. Further, no traditional election in the United States includes individuals who are ineligible (e.g. children or convicted felons) in a total vote tally to establish a required percentage threshold. It would be an odd interpretation indeed to allow those disqualified or unwilling to participate to override the will of over 70% of the people who are qualified and did vote. In my opinion, this was a valid vote based upon a proper quorum.

Omission in Section 5.4(a)

I understand that there was an oversight and omission of language regarding the monetary limitation of 25% to Special Assessments in Section 5.4(a) that is currently being corrected by other counsel. The Board has stated that it is in the process of getting the corrections made and will post the update when available.

Replacement of Resigning Officers

Board of Directors & Officers

There are no provisions in the original Covenants for the election of Directors and Officers. All such provisions are found in the Bylaws of the corporation. The Bylaws state that the affairs of the Association are managed by a Board of three (3) Directors. (Article V, Section 2). Each Director serves for three years and they should be elected on staggered one-year intervals. (Article V, Section 2). From there, Officers (President, Vice-President, Secretary, and Treasurer) are elected annually by the Board of Directors. (Article VII). Each Officer holds office for one (1) year unless they resign, are removed, or are otherwise disqualified (Article VII). So, in practice, at the annual meeting, Members elect one (1) Director per year who serves with the other (2) two Directors. Once elected, the (3) Directors alone vote on the Officers of the corporation (homeowners association). Officers are NOT chosen by the Members. Conceptually, the Bylaws were set up so that the Board of Directors could consist of different individuals than the Officers of the association; however, the documents also allow the Board and the Officers to be the same individuals, which I understand is present practice of this association.

Interestingly, the Covenants were amended (10/21/2025 recorded document), not the Bylaws, to alter these rules. I would note that the documents reflect that when in conflict, the Covenants control over the Bylaws (Article 8). With the amendments to the Covenants, that process has changed substantially. It is my understanding that after a vote of the association, Officers now serve 2-year terms, with the President and Vice President voted on in odd years and a second Vice President, Secretary and Treasurer voted on in even years. Since Officers are also Directors, the practical effect of these changes is that Directors now also serve 2-year terms.

I also understand that during the most recent voting process a couple of candidates made statements that they were withdrawing as candidates and were not going to serve in the capacity for which they had previously filed to run. The Covenants and Bylaws do not address such a situation, but again, borrowing from a traditional election, a candidate for public office does not have the authority to simply withdraw from an election at any time. The deadline for a candidate to withdraw from an election in which he or she has filed to run is set in every election and is always before ballots are printed by the governing election authority. A candidate would never be able to withdraw from an election after voting had begun. That being said, there is nothing that forces an elected candidate to actually serve in the position that they have been elected to. So, while I can see how the statements certainly caused confusion with the election process, if any such candidate won a seat, his or her statements should be interpreted as a resignation from said seat. The Bylaws state that in the event that an Officer resigns, the Board appoints the replacement. Thus, whomever remains on the Board chooses who replaces vacated seats until the next election for said seat.

Ultimately, the language regarding voting is admittedly confusing and open to interpretation. It would be in the homeowner's association's best interest to clear up this issue moving forward to avoid circumstances such as those presented in this situation. Finally, the opinions presented in this letter are simply those of this attorney. A different attorney might provide a different interpretation or advice, and if the matter were litigated, it is possible that a judge could draw an entirely different conclusion. However, it is my opinion that the September 2025 votes which resulted in the October 21, 2025 Covenant Amendments was valid and that Board Members and Officers all serve 2 year terms. To replace Officers who have resigned, the Board simply needs to call a meeting and elect the replacement Officers according to the Covenants and Bylaws. Let me know if I can be of further assistance to the association. Thank you.

Very truly yours,

ROBERTS & EASLEY, LLC



Joshua K. Roberts

JKR/ch

EXHIBIT A

Vote for changes to the Dedication and Restriction Covenants

Results

Total number of HOA Members: 203

Total number of HOA Members ineligible to vote due to nonpayment: 11

Total Number of eligible Members: 192

Total "Yes" votes: 133

Total "No" votes: 10

Total "Abstain" votes: 1

Total number of votes submitted: 144

Total "yes" votes divided by total "eligible voters" (133/192) equals 69%.

EXHIBIT B

Vote for Special Assessment

Results

Total number of HOA Members: 203

Total number of HOA Members ineligible to vote due to nonpayment: 11

Total Number of eligible Members: 192

Total "Yes" votes: 104

Total "No" votes: 39

Total "Abstain" votes: 1

Total number of votes submitted: 144

Total "yes" votes divided by "members present" (104/144) equals 72%.