

Windmill Country Estates

Declaration of Covenants and Restrictions & By-Laws

Bylaws of Windmill Country Estates Homeowners Association, Inc.

Article I – Name

The name of the Corporation is the Windmill Country Estates Homeowners Association, Inc. (hereinafter referred to as the "Association").

Article II – Offices

Section 1. Principal Office. The Association's principal office shall be at Post Office Box 137, Peculiar, Missouri 64078, or at such other place as the Board of Directors shall designate from time to time. The Association may have such other offices as the business of the Association may require.

Section 2. Registered Office. The Association shall have a registered agent and a registered office. The registered agent and registered office may be changed from time to time by the Board of Directors.

Article III – Definitions

Unless the context clearly requires otherwise, the following terms used in these Bylaws are defined as follows:

Section 1. "Architectural Review Committee" or "ARC" means the committee established in accordance with Article I of the Declaration.

Section 2. "Assessment" shall include the following:

(a) **"Annual (or monthly) Assessment"** means the amount that is to be paid by each Member for the purpose of the recreation, health, safety and welfare of the Subdivision's residents and in particular for the improvement and maintenance of property, services and facilities related to the use and enjoyment of the Subdivision and the homes located in the Subdivision, including but not limited to, the payment of taxes and insurance on property and facilities provided for the common use of the Owners as more fully set forth in Article X of the Declaration.

(b) **"Special Assessment"** means a charge in addition to the Annual or monthly Assessment that may be levied in any year for the purposes set forth in Article X of the Declaration.

Section 3. "Articles" shall mean the Articles of Incorporation of the Association, or of any successor thereto, as may be amended from time to time.

Section 4. "Association" shall mean the Windmill Country Estates Homeowners Association, Inc., a Missouri non-profit corporation, its successors and assigns.

Section 5. "Board" shall mean the Board of Directors of the Association.

Section 6. "Bylaws" shall mean the Bylaws of the Association, or of any successor thereto, adopted in accordance with the laws of the State of Missouri, as such Bylaws may be amended from time to time.

Section 7. "City" shall mean the City of Peculiar, Missouri, a municipal corporation of the State of Missouri.

Section 8. "Common Areas" shall mean an area on the applicable Plat of the Subdivision (including the plat of any Additional Property) designated as common area, which is owned or may be owned by the Declarant or the Association or for which the Association has maintenance and easement rights and obligations.

Section 9. "Common Expenses" shall mean the actual and estimated costs accrued, incurred or to be incurred by the Association in administering, maintaining, operating and conducting activities in connection with the Subdivision for which the Association is responsible pursuant to the terms of the Declaration and these Bylaws. The Association shall incur all Common Expenses. The respective Association Members will bear their proportionate share of the Common Expenses incurred by the Association. Common Expenses contemplated hereby shall include, but not be strictly limited to, the following: (i) the cost of maintenance, management, operation, repair and replacement of any amenities constructed upon or within the Common Areas; all common areas of the Subdivision, including without limitation, the various fences, monuments and similar items, if any, that are located within Common Areas, and any other areas within the Subdivision which are, or shall in the future be, maintained by the Association; (ii) unpaid Assessments; (iii) the cost of maintenance by the Association of areas within the right-of-way of public streets in the vicinity of the Subdivision as provided in the Declaration or pursuant to agreements with the City; (iv) the cost of management and administration of the Association, including, but not limited to, real estate taxes, insurance costs, security costs, compensation paid by the Association to managers, employees, accountants, attorneys, and other agents; (v) reasonable reserves for contingencies, replacements, and other proper purposes as deemed appropriate by the Board or the President; and (vi) any other expenses incurred by the Association for any reason whatsoever in connection with any item or items to be provided or performed by the Association pursuant to the Declaration, the Articles, Bylaws, or in the furtherance of the purposes of the Association or in the discharge of any duties or powers of the Association.

Section 10. "Declaration" shall mean the Declaration of Covenants and Restrictions for Windmill Country Estates, Inc. filed as Document NO 349546 in Book 2758 at Page 553 in the Office of the Recorder of Deeds of Cass County, Missouri, as such instrument may be amended from time to time.

Section 11. "Design Standards" shall mean the requirements set forth in Article IV of the Declaration and any other rules, regulations, restrictions, architectural standards and design standards, if any, that are adopted from time to time by the ARC.

Section 12. "Declarant" shall mean Windmill Country Estates, Inc., a Missouri corporation, or any successor, successor-in-title, or assignee of Windmill country Estates, Inc. who has or takes title to any portion of the property described in Exhibits "A" or "B" to the Declaration for the purpose of development and/or resale in the ordinary course of business and who is designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 13. "Lot" means a numerically identified subdivided lot for a residential dwelling unit within the Subdivision, but does not include Common Areas.

Section 14. "Majority", where not specifically designated otherwise, means the Association Members holding more than fifty percent (50%) of the total votes entitled to be cast with respect to a given matter. Unless otherwise specified, any provision in the Declaration requiring the approval of the Members means the approval of a majority of the total votes entitled to be cast with respect to a given matter.

Section 15. "Member" shall mean each person who holds a membership in the Association. Members of the Association shall consist of record owners of one or more Lots in the Subdivision. A "Member in good standing" shall mean an Owner who is not more than thirty (30) days delinquent in payment of any installment of annual (or monthly) dues or any special assessments.

Section 16. "Owner" means the record owner, whether one or more Persons, of fee simple title to any Lot which is a part of the Subdivision, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. In the case of Lots the fee simple title to which is vested of record is a trustee, legal title shall be deemed to be in the trustor.

Section 17. "Person" means an individual, corporation, partnership, trustee, or other entity capable of holding title to real property, and their respective heirs, successors and assigns.

Section 18. "Plat" means the plat of the Subdivision as first recorded in the official records of Cass County, Missouri, and as thereafter from time to time amended or supplemented, together with all Additional Property annexed to the Subdivision.

Section 19. "Proportionate Share" means the fraction wherein the numerator equals the number of Lot(s) owned by a Member (or giving rise to such membership) and the denominator equals the number of Lots owned by all Members (or giving rise to such membership) then required to pay any particular Assessment.

Section 20. "Rules" means the rules and regulations adopted by the Association for the safety, aesthetic continuity, preservation and benefit of the Subdivision.

Section 21. "Subdivision" means that parcel of real property referred to in the recitals of the Declaration and described in Exhibits "A" and "B" thereto and any Additional Property made subject to the Declaration by annexation, together with all buildings, improvements, and other permanent fixtures of whatever kind now or hereafter located thereon, and all easements, rights, appurtenances, and privileges belonging or in any way pertaining thereto.

Section 22. "Unit" shall mean an individual Lot within the Subdivision, except such Lots as are owned by the Association.

Article IV – Ownership, Membership and Voting Rights

Each Owner of a Unit shall be a Member of the Association. Each Member in good standing shall be entitled to one vote for each Unit which the Member owns; provided, however, that if more than one Person holds an ownership interest in a Unit, the vote for that Unit shall be exercised as those Persons determine but in no event shall more than one vote be cast with respect to any Unit. Voting rights shall be appurtenant to and may not be separated from the ownership of any Unit.

Article V – Meetings of Members

Section 1. Annual Meetings. The annual meeting of the Association's Members shall be held at such time as may from time to time be designated by the Board of Directors. In the absence of any such designation, the annual meeting of the Members shall be held at 10:00 am on the second Saturday of September in each year. If, however, the day for the annual meeting is a holiday or the weekend of a legal holiday, the meeting shall be held at the same hour on the first Saturday following that is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Association's Members may be called by the Board of Directors or upon the written request of Members having twenty percent (20%) of the votes entitled to vote as such meeting. If the special meeting is called by the Members and the Board fails to designate a time and place for the special meeting within five (5) days after receipt of the written request for the special meeting, the Members requesting the meeting may designate a time and place for the special meeting.

Section 3. Notice. Written notice of all meetings stating the place, day and hour of the meeting and the purpose or purposes for which the meeting was called shall be delivered to each

Member in good standing not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally, by mail, by overnight delivery service, or by electronic mail or facsimile if the Member has provided written permission to the Board of Directors to provide notice by electronic mail or facsimile. Such notice shall be given by or at the direction of the President or Secretary or the persons calling the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at the Member's address as it appears on the records of the Association, with postage thereon prepaid. If delivered personally, by overnight delivery by electronic mail or by facsimile, notice shall be deemed to be delivered when actually delivered or when delivery is first attempted.

Section 4. Purpose of Meetings. The purpose of the annual meeting shall be to elect officers and directors, and act on such other business as may come before the meeting. The purpose of any special meeting must be stated in the meeting notice.

Section 5. Waiver of Notice. Whenever any notice is required to be given under the provisions of these Bylaws, or of any law, a waiver of that notice in writing, signed by the person or persons entitled to such notice, whether before, at, or after the time stated therein, shall be deemed the equivalent to the giving of such notice. To the extent permitted by law, attendance of a member at any meeting shall constitute a waiver of notice of such meeting.

Section 5. Quorum. The presence at any meeting of the Members and mail ballots of Members entitled to cast votes at such meeting equal to twenty percent (20%) of the Members in good standing shall constitute a quorum for that meeting.

Article VI – Board of Directors

Section 1. Powers of the Board. Subject to and in accordance with the provisions of the Declaration, the property and affairs of the Association shall be managed by a Board of Directors. The Board shall, in addition to those powers authorized by the laws of the State of Missouri, have all of the powers set forth in the Declaration, the Articles of Incorporation and these Bylaws. Without in any way limiting the power of the Board as set forth in the Declaration, the Board shall have the power:

(a) to enter into agreements, contracts, deeds, leases and all other forms of contractual obligations that the Board determines are reasonably necessary for the operation and maintenance of the Association;

(b) to provide for the designation, hiring and removal of employees and other personnel;

(c) to contract for the services of others in the maintenance, repair, replacement, administration, management, and operation of the Association;

(d) to prepare, adopt and distribute to the Owners an annual budget

for the Association;

(e) to set and collect annual and special assessments as provided for in the Declaration;

(f) to adopt such reasonable rules and regulations as it may deemed advisable for the operation and maintenance of the Association and for the health, comfort, safety and general welfare of the Members; and

(g) to suspend the right to use of the Common Areas by any Member during any period in which such Member is in default in the payment of any assessment (whether annual/monthly or special) levied by the Association.

Section 2. Number and Selection of Directors. The Association's Board of Directors shall consist of the five (5) individuals who are elected by the Members as the Association's officers. Directors shall be of legal age as defined by Missouri law and shall be Members in good standing of the Association.

Section 3. Term of Office. Each Director shall hold office for a term of two (2) years and until his/her successor is elected and commences his/her term of office, unless he/she is removed or resigns before such time. The terms of Directors shall be staggered so that two (those who hold the offices of President and Treasurer) are to be elected in even numbered years and three (those who hold the offices of First Vice-president, Second Vice-president and Secretary) are to be elected in odd numbered years. Nothing contained in these Bylaws shall preclude a Director from succeeding himself/herself.

Section 4. Compensation. No Director shall receive compensation for serving as a Director. However, a Director may be compensated for providing other services to the Association and may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 5. Removal. Any Director may be removed, with or without cause, by the vote of a majority of the Members entitled to vote on such issue at a meeting of the Members at which there is a quorum.

Section 6. Resignation. Any member of the Board may resign at any time by giving written notice of her/her resignation to the President or the Board of Directors. Such resignation shall take effect at the time specified in the notice or upon receipt by the President or Board, whichever is later.

Section 7. Vacancies. Subject to the provisions of the Declaration, vacancies on the Board resulting from any cause shall be filled by a majority of the remaining Directors. A Director appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor in office or until his/her successor has been elected by the Members at their next annual meeting, whichever occurs first.

Section 8. Meetings. All meetings of the Board may be held at any time and at any place within the State of Missouri as a majority of the Board may determine by resolution or by written consent of all members of the Board. A majority of the members of the Board of Directors shall constitute a quorum for any meeting of the Board.

Section 9. Regular Meetings. Regular meetings of the Board, if held, shall be held with or without notice at such times and places as the Board may establish from time to time. Any business may be conducted at a regular meeting.

Section 10. Special Meetings. Special meetings of the Board may be called at any time by the President or by a majority of the Board, by giving at least three (3) days written notice of such meeting to each member of the Board.

Section 11. Meeting by Conference Telephone. Members of the Board or of any committee may participate in a meeting of the Board or of any of its committees by means of conference telephone or other similar communication devices or equipment, whereby all persons participating in the meeting can hear each other, and participation in a meeting in such a manner shall constitute presence in person at such meeting.

Section 12. Action In Lieu of Meeting. Unless otherwise restricted by law, any action requested to be or that may be, taken at a meeting of the Board, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all of the Directors shall have the same effect as a unanimous vote and may be stated as such in any document describing the action taken by the Board.

Article VII – Officers

Section 1. General. The officers of the Association shall consist of a President, a First Vice-president, a Second Vice-president, a Secretary and a Treasurer. Officers must be individual Members in good standing of the Association.

Section 2. Election of Officers and Term of Office. The Association's officers shall be elected by the Members in good standing at the annual meeting of Members or at a special meeting called for that purpose. Each officer shall hold office for a term of two (2) years and until his/her successor is elected and commences his/her term of office, unless he/she is removed or resigns before such time. Elections for the offices of President and Treasurer shall be held in even-numbered years and elections for the offices of First Vice-president, Second Vice-president and Secretary shall be held in odd-numbered years. Nothing contained herein shall preclude an officer from succeeding himself/herself.

Section 3. Compensation. No Officer shall receive compensation for serving as an Officer. However, an Officer may be compensated for providing other services to the Association and may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.

Section 4. Removal. Any Officer may be removed, with or without cause, by the vote of a majority of the Members at any regular meeting or a special meeting called for that purpose at which there is a quorum.

Section 5. Resignation. Any Officer may resign at any time by giving written notice of her/her resignation to the President or the Board of Directors. Such resignation shall take effect at the time specified in the notice or upon receipt by the President or Board, whichever is later.

Section 6. Vacancies. Vacancies caused by death, resignation, incapacity, removal or disqualification of any Officer shall be filled by a majority vote of the Board of Directors. Any person appointed to fill a vacancy shall serve for the unexpired term of his/her predecessor in office or until his/her successor has been elected by the Members at their next annual meeting, whichever occurs first.

Section 7. President. The President shall preside at all meetings of the Members and of the Board; see that orders and resolutions of the Board are carried out; sign all documents on behalf of the Association that he/she is authorized to sign by the Members or the Board; and generally carry out all duties that are incident to the office of the president of the organization.

Section 8. First Vice-president. The First Vice-president shall act in the place and stead of the President in the event of the President's absence, inability to act, or refusal to act, and shall exercise and carry out such other duties as directed by the Board or as generally carried out by the Vice-president of an organization.

Section 9. Second Vice-president. The Second Vice-president shall act in the place and stead of the President in the event of the President and First Vice-president's absence, inability to act, or refusal to act, and shall exercise and carry out such other duties as directed by the Board.

Section 10. Secretary. The Secretary shall record the votes and keep minutes of all meetings of the Members and of the Board; serve notice of all meetings of the Members and of the Board; keep appropriate records showing the Members of the Association together with their addresses; and perform such other duties as directed by the Board or as generally carried out by the Secretary of an organization.

Section 11. Treasurer. The Treasurer shall be responsible for handling the Association's finances; for keeping appropriate books of account; for causing an annual audit of the Association's books to be made by an accountant at the completion of each fiscal year; for preparing or causing to be prepared an annual budget and a statement of income and

financial review

expenditures to be presented to the Members at their annual meeting; and generally carrying out such other duties as directed by the Board or as generally carried out by the Treasurer of an organization.

Section 12. Delegation of Duties. If any officer of the Association is absent, or unable or unwilling to act, or for any other reason the Board shall deem sufficient, the Board may delegate some or all of the functions, duties, powers, and responsibilities of any officer to any other officer, agent, or employee of the Association or other responsible person, provided a majority of the whole Board concurs therein.

Section 13. Appointment of Other Officers and Agents. The Board may appoint such other officers, agents and attorneys-in-fact as it may deem necessary or advisable. All persons so appointed shall hold their respective positions at the pleasure of the Board or for such terms as the Board may specify. They shall exercise only such powers and perform such duties as shall be assigned by the Board.

Article VIII – Committees

Section 1. General. The Association shall have an Architectural Review Committee and such other committees as the Board of Directors shall from time to time designate. Except as otherwise set forth in the Declaration and these Bylaws, each committee shall have such powers and authority as may be granted to it by the Board of Directors and by these Bylaws.

Section 2. ARC. The Association shall have an Architectural Review Committee, which shall consist of persons designated by the Board of Directors. The ARC shall have those powers and authority set forth in the Declaration and as designated by the Board.

Section 3. Other Committees. The Board of Directors may, from time to time, establish such other committees as it deems necessary or appropriate, with such powers and authority as the Board shall designate. The Chairman and the members of each committee so established shall be appointed by the Board of Directors; provided that the members of the committee must be Members in good standing of the Association.

Section 4. Quorum. A majority of the members of any committee established pursuant to this Article shall constitute a quorum for the transaction of business at any meeting of that committee.

Section 5. Time and Place of Meeting. Each committee shall meet at such times as may be designated by the Board of Directors. Meetings of committees may be held at such place as determined by the Board of Directors.

Section 6. Notice. Written notice of all committee meetings shall be given not less than three (3) days prior to any meeting. Any notice required to be given to members of any committee may be waived in writing by any of the members.

Section 7. Compensation. No member of a committee shall receive compensation for serving on the committee. However, a committee member may be compensated for providing other services to the Association and may be reimbursed for his/her actual expenses incurred in the performance of his/her duties as set by the Board of Directors.

Section 8. Removal. Any member of any committee may be removed by the majority vote of the Board of Directors at any regular or special meeting at which a quorum is present.

Section 9. Resignation. Any member of any committee may resign at any time by giving written notice of such resignation to the President or Secretary of the Association.

Section 10. Vacancies. Vacancies caused by the death, resignation, incapacity, removal or disqualification of any member of a committee shall be filled by the Board of Directors. Any person appointed to fill such vacancy shall serve at the pleasure of the Board for the predecessor's unexpired term or until a successor is chosen and commences the term of office.

Article IX – Assessments

Section 1. Creation of Lien and Personal Obligation for Assessments. Except as expressly set forth in the Declaration, each Owner, by acceptance of a deed or other conveyance of an interest in a Lot, is deemed to covenant and agree to pay any or all of the annual/monthly assessments, special assessments or other amounts due under the Declaration to the Association or Declarant in accordance with the terms of the Declaration. All assessments and all other amounts due pursuant to the Declaration, together with interest thereon, late charges, reasonable attorney's fees, court costs, and other costs of collection, shall be a continuing lien upon an Owner's Lot against which the assessments are made or in connection with which such other amounts are due. Such lien shall attach immediately and automatically when an assessment is not paid when due and payable. Each assessment, together with interest, reasonable attorney's fees, collection costs and related expenses, shall be the personal obligation of each person who was an owner of, or who held a financial interest in, the Lot at the time the assessment became due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by the successor. The obligation of the Owner and Association Member for the payment of assessments and other amounts due the Association shall be joint and several.

Section 2. Purpose of Assessments. Unless otherwise set forth in the Declaration, assessments levied by the Association shall be used:

- (a) to promote the recreation, health, safety and welfare of Owners;
- (b) to enhance the value of the subdivision;
- (c) to pay the cost of administration of the Association;
- (d) to pay all other common expenses; or
- (e) to otherwise further the interest of the subdivision.

Section 3. Duties of the Board. The Board shall set and collect assessments as set forth in Article X of the Declaration. 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.

✓ **Section 4. Annual/Monthly Assessments.** The Board shall annually determine the amount of the annual/monthly assessment to be paid by each Owner and notify the Owner thereof. The annual/monthly assessment shall be set at a level sufficient to pay the actual and estimated costs accrued, incurred, or to be incurred by the Association in administering, maintaining, operating and conducting activities in connection with the Subdivision for which the Association is responsible pursuant to the terms of the Declaration.

Section 5. Special Assessments. Special assessments may be levied in accordance with Article X of the Declaration.

Section 7. Date of Commencement. The annual/monthly assessments shall commence on the first day of the second month date of occupancy by the Owner of the Lot to which the Association membership appertains.

→ **Section 8. Time and Manner of Payment.** Assessments shall be due and payable by the respective Owners in such manner and at such times as the Association's Board of Directors shall designate. If not paid within thirty (30) days after the delinquency date, each Assessment (whether annual/monthly or special) shall bear interest at the rate of ten percent (10%) per annum until the Assessment is paid in full. And there shall be added to the amount of the Assessment the costs of filing suit and, in the event that a judgment is obtained, such judgment shall include interest on the Assessment as above provided together with reasonable attorney's fees and court costs. Members who are more than thirty (30) days past due in payment of Assessments are not entitled to vote in an Association election until all past due Assessments are paid in full. ✓

Section 9. Enforcement of Lien. The total unpaid amount of any Assessments, interest, returned check charges (if applicable), recorder of deeds fees, reasonable attorney's fees, court costs and other costs associated with collection or enforcement of the Declaration shall constitute a lien on the Lot of the Owner personally obligated to pay the same. Any lien provided for in the Declaration or these Bylaws may be foreclosed by the Association in any manner provided, or permitted, for the foreclosure of realty mortgages or homes association liens in the State of Missouri.

Article X – General Provisions

Section 1. Fiscal Year. The fiscal year of the Association shall be such as may be designated from time to time by the Board of Directors. In the absence of action by the Board, the fiscal year of the Association shall be from January 1 through December 31.

Section 2. Financial Controls. Funds of the Association shall be handled and expended in keeping with accepted budget and accounting practices under policies established by the Board of Directors.

Section 3. Contracts. The Board of Directors may authorize any officer or officers to enter into contracts on behalf of the Association.

Section 4. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in the Association's name unless authorized by a specific resolution of the Board of Directors.

Section 5. Checks, drafts, etc. All checks, drafts and other orders for the payment of money, notes or other evidences or indebtedness issued in the name of the Association shall be signed by such officer or officers as determined by the Board of Directors.

Section 6. Deposits. All funds of the Association not otherwise employed shall be deposited promptly to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select. Endorsement of instruments for deposit to the credit of the Association may be made in such manner as the Board of Directors may from time to time determine.

Section 7. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for any purpose of the Association.

Section 8. Indemnification of Directors, Officers and Employees. Each person who is or was a Director, Officer, Employee or Agent of the Association shall be indemnified by the Association to the full extent permitted or authorized by the laws of the State of Missouri. The indemnification provided shall be indemnification against expenses, attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with any action, suit or proceeding if he acted in good faith and in a manner reasonably believed to be in and not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct unlawful. No person shall be liable to the Association for any loss, damage, liability or expense suffered by it on account of any action taken or admitted to be taken by him as a Director, Officer, Employee or Agent of the Association if he exercised the same degree of care and skill as a prudent man would have exercised under the circumstances in the conduct of his own affairs, or if he took, or omitted to take, such action in reliance upon the advice of counsel for the Association or upon statements made or information furnished by Directors, Officers, Employees or Agents of the Association that he had no reasonable grounds to disbelieve. The indemnification provided by this Section shall inure to the benefit of the heirs, executors and administrators of such person.

Section 9. Records. The Association shall keep accurate books and records of account and shall also keep minutes of the meetings of its Members, Board of Directors and each committee

having any of the authority of the Board of Directors. All such records of the Association shall be available for review by any Member, or any Member's agent or attorney, upon reasonable request therefor at any reasonable time.

Section 10. No Corporate Seal. The Association shall have no corporate seal.

Section 11. Limitation of Activities. No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its Directors, Officers or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article VIII of the Association's Articles of Incorporation. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these bylaws, the Association shall not carry on any activities that are not permitted to be carried on by a corporation exempt from federal income tax under Sections 501(a) or 528 of the Internal Revenue Code, or corresponding sections of any future federal tax code.

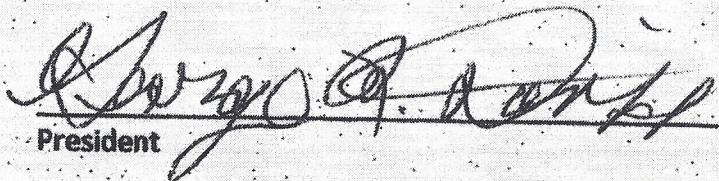
Section 12. Dissolution. Upon dissolution of the Association, assets shall be distributed for one or more exempt purposes within the meaning of Sections 501(a) or 528 of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to a public entity for public purpose. Any such assets not disposed of shall be disposed of by the Circuit Court of Cass County, Missouri, exclusively for such purposes as the Court shall determine or as otherwise required by law.

Article XI – Amendment of Bylaws

An amendment to the Bylaws may be adopted from time to time by the Members by two-thirds (2/3) of the votes cast or a majority of the voting power, whichever is less. If an amendment to the Bylaws is proposed, the Association shall give notice to its Members and provide a copy or a summary of the proposed amendment or amendments.

CERTIFICATE OF ADOPTION

We, the President and Secretary of the Windmill Country Estates Homeowners Association, Inc., hereby certify that the foregoing Bylaws were duly adopted by the Members of the Association this 18 day of NOV 97, 2012.


President


Secretary