BYLAWS

OF

Fairfield Green Homes Association, Inc.

ARTICLE 1

Offices & Records

Section 1. Corporate Offices. The Association shall maintain its principal office in the State of Missouri in Lee's Summit, County of Jackson, Missouri. It may have such other offices either within or without the State of Missouri as may from time to time be authorized by the Board of Directors, or as may be established by the President if the business of the Association so requires.

Section 2. Registered Office. The Association shall have and continuously maintain in the State of Missouri a registered office, and the registered agent whose office is identical with such registered office. The registered office of the Association in the State of Missouri, as required by statue, may be changed from time to time by the Board of Directors, and may be the same as the Association's principal office in the State of Missouri. Unless and until the Board of Directors otherwise designates, the registered office shall be the same as the principal office.

Section 3. Books and Records. The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors and committees having any of the authority of the Board of Directors and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, his agent,or his attorney for any proper purpose at any time.

ARTICLE II

Definitions

Section 1. The following items, when used in these Bylaws, or in any supplemental Bylaws made effective against the Property according to law, and when the first letters thereof are capitalized, shall have the following meanings (except as otherwise expressly provided or unless the context otherwise requires):

Section 2. ACC. "ACC" shall mean and refer to the Architectural Control Committee, which shall have the duties and functions specified herein.

Section 3. Assessable Property. "Assessable Property" shall mean and refer to the Property, together with all permanent structural improvements thereon, except such part or parts as may from time to time constitute "Nonassessable Property".

Section 4. Assessment. "Assessments" shall have the meaning specified herein and shall include Annual Assessments and Special Assessments as such terms are herein defined.

Section 5. Association. "Association" shall mean and refer to the Fairfield Green Homes Association, Inc., a not-for-profit Missouri corporation, or any successor thereof, charged with the duties and obligations set forth herein.

Section 6. Association Board. "Association Board" shall mean and refer to the Board of Directors of the Association.

Section 7. Common Property. "Common Property" shall mean and refer to the improved or unimproved real property, together with the Structures and personal property located thereon in which the Association owns an interest as designated for the common use and enjoyment of the Owners, as such areas may be depicted on any recorded subdivision plat of the Property, or portion thereof, as "Common Property" or by similar designation.

Section 8. Completed Unit. "Completed Unit" shall mean and refer to a Living Unit upon which construction is completed and which has been or is occupied.

Section 9. Declaration. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions for Fairfield Green, recorded on the 13th day of January 1994, in the office of the Recorder of Deeds for Jackson County, Missouri, as the same may from time to time be supplemented or amended in the manner prescribed herein.

Section 10. Developer. "Developer" shall mean and refer to Lane Development and Building, Inc. and its successors and assigns.

Section 11. Director. "Director" shall mean and refer to a member of the Association Board.

Section 12. Easement Area. "Easement Area" shall mean that real property or portion of real property described within an easement on the Plat, plats, or maps filed in accordance with the Development Plan.

Section 13. Living Unit. "Living Unit" shall mean and refer to any Structure or portion of a Structure situated upon any Lot designated and intended for use and occupancy as a residence by a single person, or a family.

Section 14. Lot. "Lot" shall mean and refer to any plot or parcel of land shown on the Plat or plats or subdivision map of any part of the Property or any other lot or parcel of land constituting part of the Property.

Section 15. Member. "Member" shall mean and refer to every person or entity holding membership in the Association.

Section 16. Nonassessable Property. "Nonassessable Property" shall mean and refer to all land designated "Common Property" or with a similar common property designation upon the Plat, and map or plats of any part of the Property.

Section 17. Nonresidential Property. "Nonresidential Property" shall mean and refer to any Property or building or any portion of a building which has a nonresidential use and which is situated on Assessable Property. Structures constructed with Living Units shall be considered "residential".

Section 18. Owner. "Owner" shall mean and refer to any person or entity holding record title to the fee interest of any Lot or Living Unit. "Owner" shall include a contract for deed seller but shall exclude a person having an interest merely as security for the performance of any obligation.

Section 19. Plat. "Plat" shall mean and refer to the certain Fairfield Green Plat recorded the 25th day October 1993 in the office of the Recorder of Deeds for Jackson County, Missouri, together with all other plats recorded in respect of the Property.

Section 20. Residential Area. "Residential Area" shall mean and refer to Fairfield Green Tract A and B, a subdivision in the city of Lees Summit, Jackson County, Missouri, according to the recorded plat thereof, together with Lots within the Annexation Property which may be specifically designated as "Residential Area" in any Declaration of Annexation.

Section 21. Restriction. "Restriction" shall mean and refer to any covenant, restriction, easement, charge, assessment, lien, or other obligation created or imposed by the Declaration of Covenants, Conditions, and Restrictions for Fairfield Green.

Section 22. Right of Action. "Right of Action" shall have the meaning specified herein.

Section 24. Structure. "Structure" shall mean and refer to:

(a) Any thing or object, trees and landscaping, the placement, size, shape, color, height, and quality of which upon any Lot may affect, in the opinion of the ACC, the appearance of such Lot, including but not limited to, any building or part thereof, garage, porch, greenhouse or bathhouse, covered or uncovered patio, fence, curbing, paving, wall, hedge, sign, appurtenance, or any temporary or permanent improvement to such Lot; and
(b) Any excavation, fill, ditch, diversion dam, retention basin, or other thing or device which affects or alters the natural flow of waters from, through, under, or across any Lot or which affects or alters the flow of any waters in any natural or artificial stream, wash, or drainage channel from, upon, or across any Lot; and
(c) Any change in the grade of any Lot of more than four (4) inches.

ARTICLE III

Membership

Section 1. Membership in the Association.

(a) Each Owner (notwithstanding the number of Lots owned) shall be entitled to one (1) vote in the Association so long as the Owner remains and the Owner of such Lot(s), and such Owner shall specify in writing to the Association the name of the individual who holds the Association Membership. Anything in this subsection to the contrary notwithstanding, where a Lot is owned of record in any manner of joint or common ownership, the joint or common Owners thereof shall share among them the rights (including voting rights) given to an Owner pursuant to this Declaration, which they be entitled to exercise as a whole, but not in part, in whatever manner they shall jointly determine. With respect to voting rights in particular, joint or common ownership of a Lot shall entitle the Owners to a total of one (1) vote, to be exercised in whatever manner they shall jointly determine.

(b) A builder of a residence on a Lot, although an owner, shall not be entitled to any vote in the Association unless such builder occupies the Living Unit as such builder's sole place of residence.

(c) Subject to the provisions of this Section, once an owner has been specified as a Member, a successor Member may only be specified upon at least fifteen (15) days' notice to the President of the Association.

(d) A Membership shall not be transferred, pledged, or alienated in any way, except as expressly provided in these Bylaws. Subject to the provisions of these Bylaws, an Association Membership shall automatically be transferred to a new Owner upon the transfer of the Lot to which it appertains (and then only to such transferee), whether by sale, intestate succession, testamentary disposition, foreclosure of a mortgage, or other legal process transferring fee simple title to such Lot.

(e) Subject to the provision of the Declaration and these Association's Bylaws, the Association Board may make, amend, or rescind such rules and regulations as it deems advisable at any meeting of Members, by Association vote, referendum, or election.

Section 2. Voting Rights.

(a) Class of Members. The Association shall have one (1) class of members, referred to as Class A Members. Class A Members shall be all those Owners as defined in Article II Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3. Suspension of Membership and Rights of Enjoyment. The Association Board may suspend the voting rights of members and the rights of enjoyment of any Member or user of the common Property and the services offered thereon who:

(a) Is subject to a Right of Action by reason of having failed to take reasonable steps to remedy a violation or breach of the Declaration within the number of days specified in a written notice given by the Association Board after such violation or breach; or,
(b) Has allowed any Assessment levied by the Association pursuant to this Declaration to become delinquent; or,
(c) Has failed to pay any user fee or charge levied by the Association when due and payable; or,
(d) Has violated any rules and regulations adopted by the Association Board governing the use and enjoyment of the Common Property or services thereon.

Such suspension shall be for the balance of the period in which the conditions set forth in subsection (a), (b), (c), and (d) of this Section 3 exist.

Section 4. Termination of Membership. No Owner shall continue to be a Member after he ceases to hold a qualified interest in any Lot. No Member may avoid his obligations under this Declaration by declining to use Common Property, abandoning his Lot, or by any other act of abandonment or renunciation.

Section 5. Retaining Walls and Perimeter Fencing. The Association shall be responsible for the maintenance, repair, and reconstruction of certain retaining walls which have been constructed within the City of Lees Summit's ("City") street right of way. Retaining walls and perimeter fencing shall include all walls or fencing that is erected adjacent to the rear lot line of any Lot in Fairfield Green. In the event that either the City or any public utility determines that it is necessary to interfere with or disturb any such retaining walls within the City's right of way in order to construct or maintain the City's or utility's improvements, then the Association shall at its own expense cause the repair and reconstruction of the retaining walls in conformity with the City's requirements.

ARTICLE IV

Annual Meeting

Section 1. Annual Meeting. An Annual Meeting of the Members shall be held at a location designated by the Board of Directors during the month of October for the purpose of electing Directors and for the transaction of such business as may come before the meeting. Notice of Date and Time of the Annual Meeting will be sent to the Membership by July 31st. If

the election of Directors shall not be held on the day designated herein for the Annual Meeting, ar at any adjournment hereof, the Board of Directors shall cause the meeting to be held at a special meeting of the embers as soon thereafter as conveniently may be, but not more than 60 days after the date of the Annual Meeting.

Section 2. Special Meetings. Special Meetings of the Members may be called by the President, the Board of Directors, or not less than 20 percent of the Members entitled to vote at such meeting.

Section 3. Place of Meetings. The Board of Directors may designate the place of meeting for Annual Meetings or for any special meeting called by the Board of Directors.

Section 4. Notice Required. Unless such notice is waived in writing, written notice of each special meeting of the Members shall be given by mailing a copy of such notice, postage prepaid, or by any other method deemed appropriate by the Directors at least 30 days before such meeting to each Member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association for the purpose of notice. The notice shall specify the place, day, and hour of the meeting and the purpose of the meeting. No further notice of annual meetings, other than for amendments to these Bylaws, shall be required for annual meetings, although the Secretary should use reasonable efforts to give further notice to the Members. To the extent provided by law, attendance of a Member at any meeting shall constitute a waiver of notice of each meeting.

Section 5. Informal Action by Members. When any action is required by law to be taken at a Members' meeting, such action may be taken without a meeting if written consent or approval setting forth the action so taken shall be given by all the Members entitled to vote with respect to the subject matter thereof.

Section 6. Quorum. The presence at the meeting of Members entitled to cast, or of the proxies entitled to cast, thirty percent (30%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, these Bylaws, or Declaration of Covenants, Conditions, and Restrictions for Fairfield Green. If, however, such quorum shall not be present or represented at any meeting the members entitled to vote at the meeting shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum shall be present or represented.

Section 7. Members Entitled to Vote. No Member entered upon the ownership transfer books (the Association's record of Lot ownership and transfers of ownership) of the Association less than thirty days preceding the date of any meeting on the Members shall be entitled to vote sat any such meeting unless the Board of Directors shall have, prior to thirty days before the date of the meeting, fixed a date within said thirty day period but not less than ten days prior to the date of the meeting for the determination of the Member entitled to vote at said meeting.

Section 8. Voting Lists. A complete list of Members entitled to vote at any meeting arranged in alphabetical order, giving the address of each, shall be prepared at least ten days before each meeting of the members, and the same shall be kept on file in the registered office of

the Association for inspection by each Member. A copy thereof shall be open for the inspection at the time and place of the meeting during the whole period thereof. Failure to comply with the requirements of this Bylaw shall not affect the validity oof any action taken at the meeting.

Section 9. Proxies. Members may vote either in person or by proxy. All proxies shall be in writing executed by the Member or by his duly authorized attorney in fact and shall be filed with the Secretary at or before the time to vote is cast, and no proxy shall be valid for more than eleven (11) months from the date of its execution unless otherwise specifically provided in the proxy.

Section 10. Removal of Directors. The Members shall have the power to remove any Director from office with or without cause at any regular meeting and/or special meeting expressly called for that purpose. The meeting must be held at the registered office or principal place of business of the Association in the State of Missouri, or in the city or county in the State of Missouri in which the principal business office of the Association is located.

ARTICLE V

Directors

Section 1. General Powers. The property and business of the Association shall be controlled and managed by its Board of Directors. The Board shall consist of five (5) persons who shall be Members of the Association. The Board, by a majority vote, shall exercise for and on behalf of the Association all powers, duties, and authority vested in or delegated to the Association.

Directors, except for Directors appointed pursuant to Section 7 of this Article, shall be elected so that three (3) Directors and two (2) Directors shall be elected respectively in alternating years. Directors shall be elected for two (2) year terms of office and shall serve until successors are elected and qualified. No Director shall serve more than three consecutive terms. Directors who have served three consecutive terms are not qualified for re-election or appointment until one two-year term has passed.

Section 2. Vacancies. In the case of the death, resignation, or disqualification of one or more of the Directors, a majority of the survivors or remaining Directors may fill the vacancy or vacancies, provided, however, that if the Directors do not fill the vacancy or vacancies within thirty days the Members shall have the right to fill the same. Any Director elected or appointed to fill an unexpired term shall serve the remainder of the term he/she fills.

Section 3. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly at such place and hour as may be fixed from time to time by resolution of the Board. The Board of Directors may hold additional regular meetings either within or without the State without notice other that 10 days written notice to each Director.

Section 4. Special Meetings. The President or any two Directors may call special meetings of the Board of Directors and may fix the time and place for the holding of such meetings within or without the state.

Section 5. Notice of Meetings. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any Director may waive notice of any meeting. Neither the business to be transacted at, nor the purpose of, any regular meeting of the Board of Directors needs to be specified in the notice or waiver of notice of such meeting. Notice of any special meeting of the Board of Directors shall be given at least fifteen (15) days in advance by written notice delivered personally or sent by mail or email to each Director at his address shown by the records of the Association. If given by mail or by email, notice shall be deemed given as of the day deposited in the mail or emailed.

Section 6. Meeting by Conference Telephone or Similar Communication Equipment. Unless otherwise restricted by the Articles of Incorporation, these Bylaws, or any law, members of the Board or any committee designated by the Board nay participate in a meeting of the Board or its committees by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in such manner shall constitute presence in person at the meeting.

Section 7. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business. If less than a majority of the Directors are present at any meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 8. Action. The concurrence of the majority of the Directors present in any meeting at which a quorum is present shall bind the Association.

Section 9. Action in Lieu of Meeting. Unless otherwise restricted by the Articles of Incorporation, the Bylaws, or any law, any action required 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 al the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all 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 of Directors.

Section 10. Compensation. No Director shall receive any salary or other compensation for his services, but by resolution of the Board of Directors, Directors may have expenses reimbursed by the Association. No Director shall be prevented from serving the Association and receiving compensation in another capacity because he is a Director.

Section 11. Indemnification and Liability of Directors and Officers. Each person who is or was a Director or officer of the Association or is or was serving at the request of the Association as a Director or officer of any other Association including heirs, executors,

administrators or estate of such person) shall be indemnified by the Association as of right to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended against any liability, judgement, fine, amount paid in settlement, cost and expense (including attorneys fees) asserted or threatened against and incurred by such person in his capacity as or arising out of his status as a Director or officer of the Association or, if serving at the request of the Association, as a Director of officer of another Association. The indemnification provided by the Bylaw provision shall not be exclusive of any other right to which those indemnified may be entitled under any other Bylaw or under any agreement, vote of Members or disinterested Directors or otherwise, and shall not limit in any way any right which the Association may have to make different or further indemnifications with respect to the same or different persons or classes of persons.

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 omitted to be taken by him as a Director or officer of the Association, or of any other Association which he/she serves as a director or officer at the request of the Association, if such person exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his own affairs, or took or omitted to take such action in reliance upon advice of counsel for the Association, or for such other Association, or upon statements made or information furnished by Directors, officers, employees or agents of the Association, or of such other Association, which he/she had no reasonable grounds to disbelieve.

ARTICLE VI

Officers

Section 1. Officer. The officers of the Association shall consist of a President, one or more Vice-Presidents whose number shall be determined by the Board of Directors, a Secretary, a Treasurer, and other such offices which may be elected in accordance with this Article. The Board of Directors, at their discretion, may from time to time elect one or more Vice-Presidents, Treasurer, and such other officers including Assistant Secretaries and Assistant Treasurers as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person except the President, who may hold only that office.

Section 2. Election and Term of Office. All officers shall be elected annually by the Board of Directors at the annual Association meeting held after each regular fourth quarter Board meeting. If the election of officers shall not be held at such meeting, the same shall be held ass soon thereafter as convenient but not more than sixty (60) days after the date of the Annual Meeting. New offices may be created and filled at any meeting of the Board of Directors. Each officer shall hold office until his/her successor shall be duly elected and qualified or until his/her death, resignation, or removal as provided by these Bylaws.

Section 3. Appointment of other officers and agents. The Boards may also appoint, from time to time, such other officers, and agents for the Association as it shall deem necessary or advisable. All appointed officers and agents shall hold their respective positions at the pleasure of the Board or for such terms as the Board may specify, and they shall exercise such powers and perform such duties as shall be determined from time to time by the Board or by an elected officer empowered by the Board to make such determination.

Section 4. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by it whenever, in its judgement, the best interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

Section 5. Vacancies. A vacancy in any office for any reason shall be filled by the Board of Directors at any meeting for the unexpired portion of the term.

Section 6. General Powers. The officers of the Association shall have such powers and authority in the control and management of the property and business of the Association as is usual and proper in the case of, and incident to, such corporate offices, except insofar as such power and authority is limited by these Bylaws or by resolution of the Board of Directors.

Section 7. The President.

a. The President shall in general supervise all the business and affairs of the Association as instructed by the majority vote of the Board of Directors. He/She shall preside at all meetings of the Members and Directors. He/She shall have general and active management of the business of the Association pursuant to authority granted him/her by the Board of Directors and shall carry into effect all directions and resolutions of the Board, and at all times shall act in the best interests of the Association.
b. He/She may execute, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, all bonds,, notes, debentures, mortgages, deeds, contracts, and all other instruments for and in the name of the Association for which the Board of Directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Association, and if the seal of the Association is required to be affixed thereto, to affix the seal, except that if, by law, such instruments are required to execute only the President, he/she, alone, shall execute them. When authorized to do so by the Board, he/she may execute powers of attorney from, for and in the name of the Association, to such person or persons he/she may deem fit, in order that thereby the business of the Association may be furthered or such action taken as may be deemed by him/her necessary or advisable to further the interest of the Association. Except as otherwise directed by the Board, he/she shall attend meetings of members of other associations to represent the Association and to vote or take action with respect to the shares of any other association owned by the Association in such manner as he/she shall deem to be for the interest of the Association or as may be directed by the Board.

c. The President, shall, unless the Board otherwise provides, be ex-officio a member of all standing committees. He/she shall have such general and concurrent executive powers and duties of supervision and management as are usually vested in the office of the chief executive of an Association. He/she shall have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time prescribed by the Board of Directors. He/she may divide these responsibilities, duties, and authority among other officers to whatever extent he/she, or the Board of Directors, may deem advisable.

Section 10. Vice President. In the absence of the President, or in the event of his/her inability or refusal to act, the Vice President (or in the event that there be more than one vice-president, the vice-presidents in the order of their election) shall have all the powers of and be subject to all the restrictions upon the President. Any vice president shall perform such other duties as from time to time may be assigned to him/her by the President of the Board of Directors.

Section 11. Treasurer and Assistant Treasurers.

a. The Treasurer shall be responsible for the safekeeping of the funds and securities of the Association and shall keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the Association. He/she shall keep or cause to be kept all other books of account and the accounting records of the Association and shall deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. He/she shall disburse or permit to be disbursed the funds of the Association whenever and in whatever manner ordered, or authorized generally, by the Board and shall render to the President of the Association and the Directors, whenever they may require it, an account of his/her transactions and of those under his jurisdiction and of the financial condition of the Association.
b. He/she shall perform such other duties and shall have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board of Directors. He/she shall have the general duties, powers, and responsibilities of a treasurer of an Association and shall be the chief financial and accounting officer of the Association.
c. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors shall determine. The cost, if any, of such a bond shall be paid by the Association.
d. When the Treasurer is absent, disabled, or unable to act, the Assistant Treasurers, in order of their seniority, shall perform the duties and exercise the powers of the Treasurer, and shall perform such other duties as the Board of Directors shall from time to time prescribe. If required by the Board of Directors, the Assistant Treasurers shall have a bond for the faithful discharge of their duties in such sum and with such

surety or sureties as the Board of Directors shall determine. The cost, if any, of such a bond shall be paid by the Association.

Section 12. Secretary and Assistant Secretaries.

a. The Secretary shall attend all sessions of the Board and all meetings of the Members and shall record or cause to be recorded all votes taken and the minutes of all proceedings in a minute book of the Association to be kept for that purpose. He/she shall perform duties for the executive and other standing committees when requested by the Board or a committee to do so.
b. He/she shall have the principal responsibility for giving or causing to be given notice of all meetings of the Members and of the Board, but this duty shall not lessen the authority of others to give such notice as is authorized elsewhere in these Bylaws. He/she shall maintain all books, records, lists, information, and duplicates that must be maintained. At the registered or other office of the Association in Missouri or elsewhere. He/she shall keep in safe custody the seal of the Association, and when duly authorized to do so, shall affix the same to any instrument requiring it, and when so affixed he shall attest the same by his/her signature. He/she shall perform such other duties and have such other authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board or the President, under whose direct supervision he/she shall work. He/she shall have the general duties, powers, and responsibilities of a secretary of an Association.
c. When the Secretary is absent, disabled, or unable to act, the Assistant Secretaries, in the order of their seniority shall perform the duties and exercise the powers of the Secretary and shall perform such other duties as the Board may from time to time prescribe.

Section 13. Additional Officers. The powers and duties of any additional officers shall be prescribed by the Board of Directors when creating such offices.

ARTICLE VII

Contracts, Checks, Deposits, Loans, and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument, in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Association shall be signed by the Treasurer or by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. Deposits. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the Board of Directors may select.

Section 4. Loans. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 5. Gifts. The Board of Directors may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

ARTICLE VIII

Fiscal Year

The fiscal year of the Association shall begin on the first day of January each year and end on the last day of December each year.

ARTICLE IX

Seal

The form of the corporate seal of the Association shall be prescribed by the Board of Directors and shall be in substantially the form hereon imprinted in the margin.

ARTICLE X

Assessments

Section 1. Covenants for Assessments and Creation of Liens. Each Owner, for himself/herself, his/her heirs, distributes, legal representatives, successors, and assigns, by acceptance of a Deed or other conveyance for any Lot which is Assessable Property, whether or not the covenants contained in the Declaration shall be expressed in any such Deed or other conveyance, hereby covenants and agrees that:

A. He/she will pay to the Association all Assessments which may or shall be levied by the Association against Assessable Property owned by him/her in each year or any part thereof, and that he will pay to the Association the user fees and charges and all other duly authorized charges to be established as herein provided, if applicable, levied by the Association in each year and including Special Assessments levied pursuant hereto;

B. He/she shall be personally liable for all such Assessments and user fees and charges which become due while he is the owner of each Lot being assessed;

C. All Assessments, together with the continuing obligation to pay each Assessment assessed in all future years, and all user fees and charges, together with all costs, expenses, interest, and reasonable attorney's fees incurred in the collection of delinquencies, shall become and thereafter remain a charge against and be secured by a continuing lien upon the Assessable Property of such Owner, and

D. Said charge and lien shall be superior to any and all other charges, liens, or encumbrances which may hereafter in any manner arise or be imposed upon the Assessable Property (or Nonassessable Property) to the extent imposed by judgement or decree or by any agreement, contract, mortgage, or other instruments, excepting only purchase money mortgages or deeds of trust given to finance the purchase of the Lot and liens for taxes or other public charges as are made superior by applicable law.

Section 2. Uniform Rate of Assessment.

A. For the purpose of providing funds for the uses specified, the Association Board shall assess against the Assessable Property in each year a charge ("Assessment" or "Annual Assessment"), which shall be uniform with respect to all Assessable Property within each classification of Assessable Property and shall be in such amounts as determined by the Association Board. The Association may divide all Assessable Property into classifications, which classifications shall be based upon the character of ownership, nature of use, i.e., residential or commercial, status of occupancy and such other criteria as the Association Board may deem pertinent.

B. Not later than sixty (60) days prior to the end of each fiscal year for the Association, the Association Board shall prepare an annual cash budget projecting anticipated revenue, cash receipts, cash expenditures, and net cash, surplus, or deficit for the ensuing fiscal year (the "Association Budget") and shall provide to each Member such report. The Association's fiscal year shall be the calendar year. The proposed Association Budget will automatically be approved unless two-thirds (2/3) of the Members vote not to approve such Association Budget, the Association Board will determine the manner in which Assessments are to be made; provided, however, the Assessments will be made on a per Living Unit basis and not on market value or assessed value. The rate of Assessment of an individual Lot can change as the character of ownership, nature of use, and the status of occupancy of the Lot changes, which therefore changes the classification of Assessable Property for such Lot.

Section 3. Billing of Annual Assessments. At such time or times as the Association Board may determine, the Association shall levy the Annual Assessment. The Association shall send a written bill to each Owner stating the amount of the Annual Assessment imposed against each Lot which is Assessable Property owned by the Owner, the time period for payment thereof, and the interest rate to be charged for late payments thereof. Each Annual Assessment shall be due and payable on a date established by the Association Board. The Association Board may establish payment procedures to allow payment of the Annual Assessment in increments during the year the Assessment is made, provided that this privilege is extended to all Owners on an equal basis, and provided that reasonable notice is give of each payment date, of the interest to

be charged for late payments, of the liens established by this Declaration, and of the suspension of membership rights as a consequence of the failure to pay.

Section 4. Commencement of Assessments. The Assessable Property shall become subject to the Assessments set forth herein upon the date the title is transferred to an Owner of the Assessable Property. Such Assessments shall be adjusted and prorated according for the remaining fiscal year of the Association as such fiscal year is set forth in these Bylaws.

Section 5. Late Payments.

a. The Association Board may from time to time establish or change the rate of interest which shall be charged for the payment after the delinquency date of any portion of an Assessment, provided that such interest rate shall not exceed the maximum interest rate permitted under Missouri law and provided that reasonable notice of such charge is given to the Members.

b. In the event of default in the payment of any one or more installments of the Annual Assessment established hereunder, the Association may declare any remaining balance of said Annual Assessment due and payable at once.

c. In the event that an Owner shall fail to fully pay the Assessment by the delinquency date thereof, such unpaid amount shall become a binding personal obligation of such Owner, and the Association shall have the right, pursuant to the provisions provided to enforce the lien for Assessments. The Association shall have the right and duty to take all appropriate actions and steps to collect any such unpaid Assessments. Each delinquency shall constitute a separate basis for a demand or claim of lien or liens on account of prior delinquencies and shall be deemed to include subsequent delinquencies and amounts due on account thereof. The Association may institute a suit to recover a money judgement for the same, together with interest thereon and reasonable expenses of collection, including attorneys' fees and without foreclosing or waiving the lien provided.

Section 6. Certificate of Payment. Upon written demand by an Owner, the Association shall issue and furnish to such Owner, within a reasonable period of time, a written certificate stating that all Assessments, including interest and costs (if any), have been paid with respect to any specific Lot owned by said Owner as of the date of such certificate, or if all Assessments have not been paid, setting forth the amount then due and payable.

Section 7. User Fees and Charges.

a. In addition to the Annual Assessments, the Association Board may levy and collect charges and fees for the use of Common Property for the purpose of maintaining, refurbishing, replacing, and repairing thee Common Property and the Common Property Improvements and operating services on the Common Property.

b. If any Owner or other person obligated to pay any user fee or charge fails to pay such fee or charge when due and payable, the Association Board may immediately suspend such Owner's right of enjoyment of the Common Property or services thereon and may take whatever action it deems necessary to enforce such suspension.

Section 8. Additional Procedures. The Association Board shall have the right to adopt procedures for the purposes of making the Assessments, user fees, and charges provided for herein and for the billing and collection of the same, provided that such procedures are not inconsistent with the provisions contained within these Bylaws.

Section 9. Special Assessments.

a. In addition to the Annual Assessments authorized herein, the Association may levy in any year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair, or replacement of Common Property, or the cost of any utility deemed necessary by the Association Board to serve the Property including the necessary fixtures and personal property related thereto, or any unexpected cost or expense of the Association, as the Association Board may determine.

b. A Special Assessment shall be effective upon written notice by the Association Board. Billing of Special Assessments shall be handled according to the procedures set out in the Declaration.

c. Following the Development Period, Special Assessments shall not be imposed by the Association until after the Association Board first presents any such proposed Special Assessment to the Members at a meeting to be called for that purpose pursuant to these Bylaws. The Special Assessment shall be deemed to be approved by Members unless two-thirds (2/3 of the Members vote not to approve such Special Assessment.

ARTICLE XI

Short Term / Long Term Rental

Section 1. Rental of Lots and residences within the Property by any Owner, regardless of long-term or short-term, permanent, or temporary, shall be strictly forbidden. Exceptions to this limitation imposed hereby may only be made by the Association through its Board of Directors, in writing and based upon extraordinary circumstances. Any exception to this provision must include the requirement that the tenants and guests comply with all rules, regulations, restrictions, covenants, and conditions of the Property as adopted by the Association and its members, or as adopted by state, federal or local rules, statues, and ordinances. This requirement shall not relieve the Owner of any obligations or duties to the Association under the Declaration of Covenants, Conditions and Restrictions of Fairfield Green for maintenance of their Property, restricted uses and/or payment of any assessments.

ARTICLE XII

Use of Funds

Section 1. Purposes for Which Funds May Be Used. The Association shall apply all funds received by it pursuant to the Declaration and all other funds and property received by the Association, including the accumulated funds referred to in this Article, to the following:

a. The operating costs and expenses of the Association, including planning and implementation of community programs and Common Property improvements.
b. Payment of all real and personal property taxes and assessments, if any, separately levied upon or assessed against the Association or any property owned by the Association; and
c. Payment of all premiums and charges for all policies of insurance or surety bonds, as deemed by the Association Board to be necessary and appropriate.
d. Payment of all maintenance to Lots and Common Property, including but not limited to lawn mowing, fertilization, snow removal, trash collection, and other maintenance costs reasonably approved or authorized by the Board of Directors.

Section 2. Accumulation of Funds Permitted. The Association shall not be obligated to spend in any calendar year all the sums collected in such year by way of Annual Assessments or otherwise, and may carry forward, as surplus, any balances remaining. The Association shall not be obligated to apply such surplus to reduce the amount of the Annual Assessment in the succeeding year, and it may carry forward from year to year such surplus as the Association Board may determine to be necessary or desirable for the greater financial security of the Association and the effectuation of its purposes, including accruing funds for the replacement of facilities.

Section 3. Posting of Bond. The Association, acting through the Association Board, shall require that all persons or entities who handle the Association funds or monies, which funds and monies shall be deposited in federally insured banks or savings and loans, post bonds sufficient in an amount to indemnify the Association from any loss.

Section 4. Mortgaging of Common Property. Except as set forth in this Section, and subject to the approval of any holder of an existing lien on the Common Property, the Association may mortgage any Common Property to which it has clear title; provided, however, that such mortgage shall be subject to the approval of two-thirds (2/3) of the Members who are present in person or by proxy and voting in a duly constituted Association election or meeting. The Association shall not mortgage any Common Property to any other person or entity to secure any conveyance, loan, or advance made to the Association.

ARTICLE XIII

Committees

Section 1. Architectural-Control Committee (ACC)

Section 1.1 Purpose, Powers, and Duties of the ACC. The purpose of the ACC is to assure that all proposed uses and any construction or alteration of any Structure which takes

place on any Lot or any other Property shall be performed in conformity with the objective of high quality environmental design. To carry out that purpose, the ACC shall have all of the rights, powers, and duties conferred upon it pursuant to the provisions of this Article, including the right to approve any and all proposed uses, site plans, and Structures to be constructed on the Property, including the Common Property Improvements. The ACC shall also have the right to approve or disapprove ay and all proposed external alterations or use changes for Lots or Common Property.

Section 1.2 Composition and Appointment. The ACC shall be comprised of three (3) Members, each serving two (2) year terms. The Members shall be appointed by a majority vote of the Association Board.

Section 1.3 Operation of the ACC

a. Meetings. Except as otherwise provided herein, the act of such majority of Members of the ACC present at any regular or special meeting thereof at which a quorum is present shall constitute the act of the ACC.
b. Activities. The ACC shall adopt, promulgate, and, as it deems appropriate, amend the Architectural Guidelines and will, as required, make findings, determinations, rulings, and orders with respect to the conformity with the Architectural Guidelines of plans and specifications to be submitted for approval to the ACC.

Section 1.4 Development Guidelines

a. As contemplated by and pursuant to the provisions of this Article, the ACC may adopt, promulgate, amend, revoke, and enforce design and architectural guidelines (the" Architectural Guidelines") for the purposes of establishing policies, requirements, standards, restrictions, and specifications with respect to the approval and disapproval of all proposed uses and with respect to all construction or alteration of any Structure on any Lot, Easement Area, or Common Property.
b. The ACC shall make a published copy of its current Architectural Guidelines readily available to Members and prospective Members of the Association and builders.

Section 1.5 Submission of Plans and Specifications. No structure shall be commenced, erected, placed, moved onto or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any way which materially changes the exterior appearance thereof, nor shall any new use be commenced, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the ACC. Such plans and specifications submitted to the ACC shall be submitted on the ACC Change Form, fully completed, with color samples, pictures, drawings and any other information to assist the ACC in their decision.

*Section 1.*6 *Approval of Plans and Specifications*. The Acc, in its discretion, is permitted to approve deviations from the Architectural Guidelines and from the Declaration when, in its judgement, such deviations will result in a more commonly beneficial use. Such approval must be granted in writing and when the ACC approves and grants a deviation from the Declaration

such approved deviation shall, for all purposes, amend the Declaration but only to the limited extent of such specifically approved deviation. No approved deviation shall be deemed to act as a precedent in respect of any other requests for approval of deviations.

Section 1.7 Disapproval of Plans and Specifications.

a. The ACC shall have the right to disapprove any plans and specifications submitted hereunder as determined by the ACC in its sole judgement and discretion for any reason, including but not limited to, failure of such plans or specifications to comply with the Declaration or the Architectural Guidelines.
b. In any case in which the ACC shall disapprove any plans and specifications submitter hereunder, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case, the ACC shall upon request make reasonable efforts to assist and advise thee applicant in order that an acceptable proposal may be prepared and submitted for approval.

Section 1.8 Inspection Rights. After reasonable notice and at any reasonable time, any agent of the Association or the ACC may enter upon any Lot for the purpose of ascertaining whether the use or maintenance of such Lot or the construction of any Structure thereon is in compliance with the provisions herein. Neither the Association, the ACC, nor any agent thereof shall be deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with thr terms of this Section.

Section 1.9 Violations. If any Structure, tree, or other landscaping shall be erected, placed, maintained, or altered upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with the plans and specifications approved by the ACC pursuant to these Bylaws and the Declaration of Covenants, Conditions, and Restrictions for Fairfield Green, such erection, placement, maintenance or alteration shall be deemed to have been undertaken in violation of the Article and without the approval required herein. Upon written notice of the violation to the Owner from the Association Board (which shall be deemed to have been delivered if sent by certified or registered mail, return receipt requested, postage paid) any such Structure, tree, or other landscaping shall be removed or altered and any such use shall be terminated, so as to extinguish the violation. If the Owner of the lot upon which the violation exists shall not have taken reasonable steps toward the removal or termination of the same within the time specified within the notice, the Association shall have the right to pursue its Rights of Action as provided herein, together with all remedies whether at law or in equity and whether specified herein, and including but not limited to the remedy of injunctive relief and obtaining a monetary judgement for all costs, expenses, reasonable attorney's fees, and damages.

Section 2. Committees or Directors. The Board of Directors may by resolution designate one or more committees, each of which shall consist of one or more Directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board of Directors in the management of the corporation; but the designation of such committees

and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him by law.

Section 3. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution from the Board of Directors. Except as otherwise provided in the resolution, members of each committee shall be Members of the Association, and the president of the Association shall appoint the members of each committee. Any member may be removed by the president whenever in his judgement the best interests of the Association shall be served by such removal.

Section 4. Term in Office. Each member of a committee shall continue service until the next Annual Meeting of the Members and until his successor is appointed, unless the committee shall be sooner terminated, or unless the member be removed from the committee, or unless the member shall cease to qualify as a Member.

Section 5. Chairman. One member of each committee shall be appointed chairman by the president of the Association.

Section 6. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 7. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

ARTICLE XIV

Amendments

The Board of Directors shall have power to repeal, amend, and alter these Bylaws; provided however, that the paramount power to repeal, amend and alter the Bylaws or to adopt new Bylaws, shall always be vested in the Members, which power may be exercised by a vote of a majority thereof present at any annual or special meeting of the Members and the Directors thereafter shall have no power to suspend, repeal, amend, or otherwise alter any Bylaws or portion thereof so enacted by the Members, unless the Members in enacting such Bylaws or portions thereof shall otherwise provide. Any changes and/or amendments to these Bylaws shall be published and provided to all members of record.

ARTICLE XV

Certificate of Membership

The Board of Directors may provide for the issuance of certificates evidencing membership in the Association, which shall be in such form as may be determined by the Board.

Such certificates shall be signed by the president of a vice president and by the secretary or an assistant secretary and shall be sealed with the seal of the Association. The name and address of each member and the date of issuance of the certificate shall be entered on the records of the Association. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Board of Directors may determine.

ARTICLE XVI

General Provisions

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December in each year.

Section 2. Miscellaneous. Throughout these Bylaws the masculine gender shall be deemed to include the feminine or neuter, and the singular or plural, and vice versa.

CERTIFICATE

We the undersigned certify that we acted as Chairperson and Secretary, respectively of a meeting of the Directors of the above Association held on the 13th day of October, 2022, at which the foregoing Bylaws were duly adopted as and for the Bylaws of the Association, and further certify that the foregoing constitute the Bylaws of the Association.

Dated: _____, 2023

Chairperson of the Meeting	Secretary of the Meeting
_____	_____
Printed Name	Printed Name
_____	_____
Signature	Signature