

**AMENDED BYLAWS  
OF  
HOMEOWNERS ASSOCIATION OF BRADFORD PLACE**

**DATED: OCTOBER 29, 2009**

**ARTICLE I**

**NAME AND LOCATION:** The name of the Corporation is **Homeowners Association of Bradford Place**, a Missouri not-for-profit corporation, hereinafter referred to as the “Association”. The principal office of the Corporation shall be located at the residence of the Homeowners Association President, but meetings of members and directors may be held at such places within or without the State of Missouri, as may be designated by the Board of Directors.

**ARTICLE II**

**DEFINITIONS**

**SECTION 1.** “**Association**” shall mean and refer to Homeowners Association of Bradford Place, its successors and assigns.

**SECTION 2.** “**Common Properties**” shall mean all real and personal property, including but not limited to: private open areas, streets, sidewalks, and walkways, yards or other recreational facilities now or hereafter owned in fee by the Association or designated on any Plat or any Certificate of Survey hereafter filed for record as private open space or common area for the common use and enjoyment of the member as provided herein.

**SECTION 3.** “**Declarant**” shall mean and refer to Bradford Place, L.L.C...

**SECTION 4.** “**Declaration**” shall mean the **Declaration of Restrictions – Bradford Place First Plat**, dated January 30, 1996, recorded January 31, 1996 in Book 2522, at Page 663, Under Document No. M85003, and the **Homeowners Association Declaration – Bradford Place First Plat**, dated January 30, 1996, recorded January 31, 1996 in Book 2522, at Page 676, under Document No. M85004 in the Office of the Recorder of Deeds for Clay County, Missouri, including any amendment or extension thereof.

**SECTION 5. “Lot”** shall mean and refer to any plot of land made subject to the Declaration in association with the provisions thereof.

**SECTION 6. “Member”** shall mean and refer to those persons entitled to membership as provided in the Declaration.

**SECTION 7. “Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is made subject to the provisions of the Declaration, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**SECTION 8. “Properties”** shall mean and refer to that certain real property described as Bradford Place First Plat and any subsequent Plats added thereto, all subdivisions in Kansas City, Clay County, Missouri.

### **ARTICLE III**

#### **MEETING OF MEMBERS**

**SECTION 1. ANNUAL MEETINGS.** The annual meeting of the members shall be held on such a date, at a time and place to be designated by the Board of Directors of the Association

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote ten percent (10%) of all of the votes.

**SECTION 3. NOTICE OF MEETINGS.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by electronic means and or mailing a copy of such notice, postage prepaid, not less than ten (10) days nor more than forty (40) days before such meeting to each member entitled to vote thereat, addressed to the member’s address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

**SECTION 4. QUORUM.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes shall constitute a quorum for any action except, as otherwise provided in the Articles of Incorporation, the Declaration and these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

**SECTION 5. PROXIES.** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

### **ARTICLE IV**

#### **BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

**SECTION 1. NUMBER.** The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association.

**SECTION 2. TERM OF OFFICE.** At the first annual meeting the members shall elect three (3) directors, one (1) director for a one (1) year term, one (1) director for a two (2) year term and one (1) director for a three (3) year term; and at each annual meeting thereafter the members shall elect one (1) director for a term of three (3) years.

**SECTION 3. REMOVAL.** Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

**SECTION 4. COMPENSATION.** No director shall receive compensation for any service he may render in his director duties to the Association. However, any director will be reimbursed for his actual expenses incurred in his duties.

**SECTION 5. ACTION TAKEN WITHOUT A MEETING.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the Unanimous Written Consent of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE V**

### **NOMINATION AND ELECTION OF DIRECTORS**

**SECTION 1. NOMINATION.** Nomination for election to the Board of Directors may be made by members of the homeowners association along with payment of the members annual dues. Ballots will be mailed with notice of the annual meeting and the voting on the Directors shall take place at the annual meeting for which the notice of the above stated annual meeting is mailed.

**SECTION 2. ELECTION.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## **ARTICLE VI**

### **MEETINGS OF DIRECTORS**

**SECTION 1. REGULAR MEETINGS.** Regular meetings of the Board of Directors may be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

**SECTION 2. SPECIAL MEETINGS.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than five (5) days notice to each director.

**SECTION 3. QUORUM.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## **ARTICLE VII**

### **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**SECTION 1. POWERS.** The Board of Directors shall have power to:

- (a) Adopt and publish rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights and rights to use of any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- (f) Only members of the board shall be authorized to sign Association checks. Only one such signature shall be required.

**SECTION 2. DUTIES.** It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by two-thirds (2/3<sup>rd</sup>) of the members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.

## **ARTICLE VIII**

### **OFFICERS AND THEIR DUTES**

**SECTION 1. ENUMERATION OF OFFICES** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

**SECTION 2. ELECTION OF OFFICERS** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

**SECTION 3. TERM** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**SECTION 4. SPECIAL APPOINTMENTS** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

**SECTION 5. RESIGNATION AND REMOVAL** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

**SECTION 6. VACANCIES** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

**SECTION 7. MULTIPLE OFFICES** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

**SECTION 8. DUTIES** The duties of the officers are as follows:

#### **PRESIDENT**

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

## **VICE-PRESIDENT**

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

## **SECRETARY**

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

## **TREASURER**

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of accounts; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if directed by the Board; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of such to the members.

## **ARTICLE IX**

### **COMMITTEES**

The Association may appoint Committees as deemed appropriate in carrying out the purposes of the Association.

## **ARTICLE X**

### **BOOKS AND RECORDS**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost. The Association shall not make any loan to any officer or director of the Association.

## **ARTICLE XI**

### **ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within **thirty** (30) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest selected by the Board, not to exceed the highest lawful rate, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his Lot.

## **ARTICLE XII**

### **INDEMNIFICATION OF DIRECTORS, DECLARANT, COMMITTEE MEMBERS, OFFICERS AND EMPLOYEES**

#### **SECTION 1.**

(a) For the purposes of this Article, "Agent" means any person who is or was a director, officer, Member, Committee Member, employee, or other agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise; "proceeding" means threatened, pending or completed action or proceeding, whether civil, criminal, or investigative; and "expenses" includes, without limitation, attorneys' fees and any expenses of establishing a right to indemnification under Paragraph (d) or subparagraph (e) (iii) of this Article.

(b) The Association shall indemnify any person who was or is a party, or is threatened to be made party, to any proceeding (other than an action by or in the right of the Association to procure a judgment in its favor) by reason of the fact that such person is or was an agent of the Association, against expenses, judgment fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such persons acted in good faith and in a manner such person reasonably believed to be in the best interests of the Association and , in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by a judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the Association or that the person had reasonable cause to believe that the person's conduct was unlawful.

(c) The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action by or in the right of the Association to procure a judgment in its favor by reason of the fact that such person is or was an agent of the Association, against expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Association and with such care, including reasonable injury, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this paragraph (c);

(i) In respect to any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association in the performance of such person's duty to the Association, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;

(ii) Of amounts paid in settling or to otherwise dispose of a threatened or pending action with or without court approval; or

(iii) Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval.

(d) To the extent that an agent of the Association has been successful on the merits in defense of any proceeding referred to in Paragraph (b) or (c) or in the defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith

(e) Except as provided in Paragraph (d), the indemnification under this Article shall be made by the Association only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Paragraph (b) or (c), by:

(i) A majority vote of quorum consisting of directors who are not parties to such proceeding; or

(ii) Approval of the Members. For purposes of determining the required quorum of any meeting of Members called to approve indemnification of an agent and the vote or written consent required therefore, the vote of any Member to be indemnified shall not be considered outstanding and shall not be entitled to be cast thereon; or,

(iii) The Court in which such proceeding is or was pending, upon application made by the Association or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the Association.

(f) Expenses incurred in defending any proceeding may be advanced by the Association prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Section.

(g) This Article shall create a right of indemnification for each person referred to in these Articles whether or not the proceeding to which the indemnification related arose in whole or in part prior to adoption of the Article, and in the event of the death of such agent, whether before or after initiation of such proceeding, such right shall extend to such person's legal representatives. This Article does not apply to any proceeding against any trustee, investment manager or other fiduciary of any employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Association as defined in Paragraph (a). Nothing contained in this Article shall limit any right to indemnification to which such a trustee, or otherwise, may be entitled under any applicable law which shall be enforceable to the extent permitted by applicable law other than this Article. In addition, to the maximum extent permitted by applicable law, the right of indemnification hereby given shall not be



exclusive of or otherwise affect any other rights such agent may have to indemnification, whether by law or under any contract, insurance policy or otherwise.

(h) No indemnification or advance shall be made under this Article, except as provided in Paragraph (d) or subparagraph (e) (iii), in any circumstances where it appears:

(i) That it would be inconsistent with a provision of the Articles, these Bylaws, a resolution of the Members or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or

(ii) That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

(i) Upon determination by the Board, the Association may purchase and maintain insurance on behalf of any agent of the Association against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of this Article.

(j) Upon the written request of any agent of the Association who was or is a party, or is threatened to be made a party, to any threatened, pending or completed proceeding, the Board shall meet within ten (10) days of such request and shall determine whether indemnification of such agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Paragraph (b) or (c).

### **ARTICLE XIII**

#### **CORPORATE SEAL**

The Association shall have no seal.

### **ARTICLE XIV**

#### **AMENDMENTS**

**SECTION 1.** These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of members present in person or by proxy at a meeting duly called at which a quorum is present.

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

### **ARTICLE XV**

#### **MISCELLANEOUS**

The fiscal year of the Association shall begin of the first day of September and end on the 31<sup>st</sup> day of August of every year, beginning with the year of 2009.

**IN WITNESS WHEREOF**, we, being all of the Directors of Homeowners Association of Bradford Place, a Missouri Not-For-Profit Corporation, do hereby unanimously consent to the adoption of the foregoing Bylaws this 29th day of October 2009

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Gina Selingar , Director

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Robin Camacho , Director

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Bruce Montgomery , Director