

**BYLAWS
OF
MAPLE TREE HOMES ASSOCIATION, INC.**
(A Missouri Non-Profit Corporation)

ARTICLE – I (Offices)

The principal office and mailing address of the corporation in the State of Missouri shall be located at the residence of the current President of the Maple Tree Homes Association, Inc.

The corporation shall have and continuously maintain in the State of Missouri, a registered office and a registered agent whose office is identical with such registered office. The registered office need not be identical with the principal office, and the address may be changed from time to time by the Board of Directors of the Maple Tree Homes Association, Inc.

ARTICLE - II (Definitions)

All definitions appearing in the Declaration of Restrictions of the Maple Tree Homes Association, Inc. and any amendments thereto are herewith included as though fully set forth.

ARTICLE – III (Membership)

Section 1: Specific Powers of Approval Reserved to Membership

The following items of business shall require approval by a vote of a majority of the Maple Tree Homes Association, Inc. membership. Such votes may be taken at an annual or special meeting or by mail. Where business is being conducted at either an annual or special meeting, votes may be cast by written proxy.

- Item 1:** Increase in Annual Dues
- Item 2:** Change in Bylaws
- Item 3:** Special Assessments
- Item 4:** Annual Budget as described under Article V
- Item 5:** Any loans or indebtedness that would exceed fifty percent (50%) of the annual budget.

All final fiscal authority for the Maple Tree Homes Association, Inc. is reserved for the general membership. Approval of the budget and contingency fund gives limited and specific delegation of authority to the Board of Directors.

All other items of business, including election of members of the Board of Directors can be approved by a majority of a quorum of members represented at an annual, semi-annual or special meeting or by a majority of members' casting votes by other means.

ARTICLE – IV (Meeting of Members)

Section 1: Annual Meeting

An annual meeting of the members shall be held at a designated site each year, or as otherwise scheduled by the Board of Directors, for the transaction of such business as may come before the meeting.

Section 2: Place of Meeting

The Board of Directors shall designate any place within Jackson County, Missouri as the place of meeting for any annual meeting, or for any special meeting. If no designation is made, or if a special meeting may be otherwise called, the place of meeting shall be the principal office of the corporation.

Section 3: Special Meeting

Special meetings of members shall be held at any time by call of the Board of Directors, or by call of not less than ten percent (10%) of the membership voting power of the corporation.

Section 4: Notice of Meeting

It shall be the duty of each member to keep the Secretary/Board of Directors Member of the corporation advised of the current address of each member. Written or printed notice stating the place, day and hour of any meeting of members shall be delivered either personally or by mail to the last known address of each member as shown by the records of the corporation, at least two weeks prior to the meeting.

Section 5: Quorum

At any annual, semi-annual or special meeting, the homeowners must be represented by either physical presence or by written proxy. A quorum will be considered those present plus the proxy votes; even if the total votes represented are less than the majority of the total homeowners, but said quorum must consist of at least ten percent (10%) of the total eligible votes. A majority of the quorum must approve any transaction of business.

ARTICLE – V (Board of Directors)

Section 1: General Powers and Composition

General control of all activities of the corporation shall be under the supervision of the Board of Directors of the corporation. All powers not expressly reserved to the members or otherwise by the Articles of Incorporation or these Bylaws rest with the Board of Directors. The members of the Association shall elect the members of the Board for term of one (1) year.

Section 2: Number and Qualification

There shall be four (4) directors/officers. (President, Vice President, Treasurer and Secretary) Only those persons who otherwise qualify as members of the Association shall be elected as directors/officers.

Section 3: Regular Meetings

Regular meetings (no less than annually) of the Board of Directors shall be held at a location agreed upon by the Board of Directors. Such meetings shall be held within Jackson County, Missouri.

Section 4: Special Meetings

Special meetings of the Board of Directors maybe called by the President or by any director. The person authorized to call a special meeting of the Board may fix any place within Jackson County, Missouri as the place, and at any time between eight o'clock (8:00) a.m. and ten o'clock (10:00) p.m. as the time for holding the special meeting of the Board.

Section 5: Notice

Notice of regular meetings of the Board of Directors shall be duly given if a set day, time and place is scheduled for such meetings (such as the third Tuesday of each month at 7:00 p.m.) and each Board Member/Officer is notified as to such scheduling. Notice of any special meeting of the Board of Directors at least three (3) days previously thereto by notice delivered personally or by telephone or sent by mail to each director/officer at his/her address as shown by the records or the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

Section 6: Quorum

A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors; but if less than a majority of the directors/officers are present at said meeting, a majority of directors/officers present may adjourn the meeting without further notice.

Section 7: Manner of Acting

The act of a majority of the directors/officers present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by law or by these Bylaws.

Section 8: Action Without Meeting

The Board of Directors may take a valid action by meeting, regardless of how called or noticed, or without meeting, if all of the directors/officers duly execute minutes setting forth such action.

Section 9: Annual Budget

The Board of Directors shall submit a proposed annual budget of the Maple Tree Homeowners Association, Inc. with the following guidelines:

1. The annual budget shall not exceed the total of the current balance and any annual dues or special assessments to be collected.
2. The planned budget shall be mailed to the homeowners of record at least two (2) weeks prior to the annual meeting or mailed with the first quarterly dues invoice for approval by the membership.
3. The budget may be passed on an item-by-item basis if the entire budget does not receive approval.
4. Within the budget, the Board of Directors is further authorized to make an emergency or contingency expenditure over and above the itemized budget provided that:
 - a. such expenditure shall not total for the year more than fifty percent (50%) of the annual collected dues, and
 - b. Such expenditures shall not create an indebtedness of the association.

Section 10: Replacement of Board Members

The Board of Directors may temporarily fill any vacancy occurring in the Board of Directors from the general membership. The permanent replacement will be elected at the next annual meeting of membership and shall be for the unexpired term. Any member of the Board of Directors can be recalled by a majority vote of the general membership.

Section 11: Compensation

Directors as such shall not receive stated salaries for their services, but by resolution of the Board of Directors, a fixed sum and expenses of attendance, if any, may be allowed for attendance at such regular or special meeting of the Board of Directors; but nothing herein contained shall be construed to preclude any director/officer from serving the corporation in any other capacity and receiving compensation therefore.

ARTICLE – VI (Officers)

Section 1: Officers

The officers/directors of the corporation shall be duly elected by the membership and shall be President, Vice President, Treasurer and Secretary. The Board of Directors may elect or appoint such other officers, as it shall deem desirable, such officers to have the authority to perform such duties as are prescribed from time to time by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Vice President.

Section 2: Election and Term of Office

Officers/Directors of the corporation shall be elected annually by the membership. 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 have been duly elected and shall have qualified.

Section 3: Removal

Any officer elected by the membership or appointed by the Board of Directors may be removed by vote of a majority of the Board of Directors whenever, in its sole judgment, the best interests of the corporation require; such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Section 4: Vacancies

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5: President

The President shall be the principal executive officer of the corporation and, subject to the Board of Directors, shall in general supervise and control all of the business and affairs of the corporation. He/she shall preside at all meetings of the members and the Board of Directors. He/she shall sign, with the secretary, or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts or other instruments which the general membership or 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 corporation; and in general, he/she shall perform all duties as may be prescribed by the Board of Directors from time to time. Any deed, mortgage, bond, contract or similar instrument must first be approved by the Board of Directors.

Section 6: 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 there be more than one Vice President, the Vice Presidents in the order of their rank) shall perform the duties of the President, and when so acting, 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 or by the Board of Directors.

Section 7: Treasurer

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. He/she shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever, and deposit all such monies in the name of the corporation in such banks, trust companies, or other depositories as shall be selected in accordance with the provision of these Bylaws; and in general, perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors, and pay and discharge monies at the direction of the Board of Directors.

Section 8: Secretary

The Secretary shall keep the minutes of the members and of the Board of Directors in one or more books provided for that purpose, see that all notices are duly given, in accordance with provisions of these Bylaws or as required by law; be custodian of the corporate records and the seal of the corporation, if any, and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such member; and in general, perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

ARTICLE – VII (Committees)

Section 1: Committees of Directors/Officers

The Board of Directors, by resolution duly adopted, may designate one or more committees, each of which shall consist of one or more directors/officers, which committees, to the extent provided in said 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/her by law.

Section 2: Other Committees

Other committees not having and exercising the authority of the Board of Directors in the management of the corporation may be designated by a resolution adopted by the Board of Directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the corporation, and the President of the corporation shall appoint the members thereof subject, however, to the approval of the Board of Directors. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the corporation shall be served by such removal.

Section 3: Term of Office

Each member of a committee shall continue as such for such term as may be specified by the appointing authority until his/her successor is, appointed, unless the committee shall be sooner terminated, or unless such member be removed.

Section 4: Chairman

One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.

Section 5: 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 6: 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 the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7: Rules

Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors.

ARTICLE – VIII (Contracts, Checks, Deposits and Funds)

Section 1: Contracts

The Board of Directors shall have the sole power and discretion to authorize and enter into contracts, deeds and formal obligations binding the corporation. The Board of Directors may from time to time, delegate this authority to the extent specified in a resolution adopted for this purpose.

Section 2: Checks, Drafts, etc.

All checks, drafts or orders for the payment of money, notes or other evidence of indebtedness, deeds and contracts issued or executed in the name of the corporation shall be signed by such officer/director or officers/directors, agent or agents of the corporation, and in such manner as shall from time to time be determined by the Board of Directors. In the absence of such determination by the Board of Directors, the Treasurer of the corporation shall sign financial instruments and deeds and other contracts shall be signed by the President or Vice President and attested to by the Secretary. All checks, drafts or orders for the payment of money in the amount of \$500.00 or more require two signatures of the officers/directors.

Section 3: Gifts

The Board of Directors may accept, on behalf of the corporation, any contribution, gift, bequest or device for the general purposes or for any special purposes of the corporation.

ARTICLE – IX (Amendments)

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted only by a majority of the membership as prescribed in Article - III. No such amendment shall be adopted unless the announcement includes a notice generally that a bylaw amendment is to be considered and states with substantial accuracy the amendment to be presented.

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF
MAPLE TREE HOMES ASSOCIATION, INC.**
(A Missouri Non-Profit Corporation)

KNOW ALL PERSONS BY THESE PRESENTS:

That Maple Tree Homes Association, Inc., a Missouri Corporation (hereinafter referred to as "MTHA"), the owner of the real estate situated in the County of Jackson, State of Missouri, described as follows, to-wit:

All of that land described as Tract "A" Maple Tree 1st Plat and Tract "B" Woodbury Park 2nd Plat, (Maple Tree 1st Plat - Lots 1-107; Maple Tree 2nd Plat – Lots 108-168; Maple Tree 3rd Plat – Lots 169-199; Maple Tree 4th Plat – Lots 200-244; Maple Tree 5th Plat – Lots 245-294; Maple Tree 6th Plat – Lots 295-342), Section 31, Township 48, Range 31, Lee's Summit, Jackson County, Missouri, thereof recorded in the office of the Department of Records of Jackson County, Missouri, on January 20, 1995.

does hereby subject the above described property to the following covenants, conditions and restrictions:

1. The property above described shall be occupied and used for single family residence purposes only.
2. The floor area of the main structure (exclusive of porches, garages and basement areas, finished and unfinished) of any residence constructed on any and all 342 lots shall not be less than 950 square feet for a one-story residence with attached garage or 1,150 square feet for a two-story residence, split-level residence, or one and one-half story residence.
3. No building or part thereof, exclusive of porches, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and similar projections, shall be nearer the street line than the building set-back lines shown on said plats.
4. No air conditioning apparatus or unsightly projection shall be attached or affixed to the front of any residence.
5. No fence may be erected without the issuance of a permit by the City of Lee's Summit in accordance with city codes, statutes and ordinances. All fences will be made of wood and/or vinyl.
6. No business and no noxious or offensive activities shall not be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance to the neighborhood.
7. Except as hereinbefore provided, no structure of a temporary character, basement, tent, shack, unattached garage, barn or other outbuilding shall be erected except as provided below on any tract/lot or used for residence purposes, either temporarily or permanently.
 - a. Each residence is allowed to construct one storage shed not to exceed 10 ft. by 12 ft.
 - b. The materials used to construct the storage shed need to match the home including roofing, siding, trim and color.
 - c. Any greenhouse must be attached to the back of the residence.

8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lots, except dogs, cats or other household pets, provided they are not kept, bred or maintained for any commercial purpose and do not constitute a nuisance to the neighborhood.
9. No vehicle, truck, trailer, bus, camper, boat or other apparatus, except passenger automobiles, shall be left or stored on said property except in an enclosed garage.
10. No television or radio antenna or aerial shall be placed on the exterior of any structure or constructed separately. One satellite television dish not to exceed thirty six (36) inches in diameter may be attached to the home. No lights or other illumination shall be higher than the residence on any lot covered by these restrictions.
11. All exterior basement foundations and walls which are exposed in excess of eighteen (18) inches above final grade level shall be painted the same color as the residence or covered with siding compatible with the structure.
12. The "MTHA" reserves the right to construct pipe lines, sewers and drains upon, over and across all easements and rights of way shown on the recorded plats.
13. The owner of each residential structure on the lot shall landscape the portion thereof between the street and the front building line to the same standard as that generally prevailing throughout the subdivision. All front yards, side yards and back yards not less than 20 feet beyond the rear building line shall be fully sod prior to occupancy or shall be planted with zoysia plugs no farther than six (6) inches apart.
14. All common areas in the subdivision shall be maintained by "MTHA" on Tract "A" Maple Tree 1st Plat, Lee's Summit, Jackson County, Missouri and Tract "B" Woodbury Park 2nd Plat, Lee's Summit, Jackson County, Missouri, dated January 20, 1995, executed by Declarant, imposing certain covenants, conditions and restrictions on the property, and recorded in the Office of the Department of Records of Jackson County, Missouri, as amended from time to time. "MTHA" shall maintain all common areas, including but not limited to mowing, planting, trimming, and landscaping of such areas. Common areas shall include all berm areas, islands and other landscaped areas shown on the plats not being a part of any particular lot, whether or not the same shall be dedicated to the public. "MTHA" shall, in addition to being responsible for maintenance, pay all ad valorem and other taxes or assessments levied against such areas. Upon the failure of "MTHA" to properly maintain the same, the City of Lee's Summit may do the necessary maintenance work and assess the "MTHA" and/or each of its members for the reasonable expenses of such work. The above named parties or any then owner of any tract or lot in the keeping of any said restrictions may bring any other proper legal action.
15. No residential structure, which has previously been at another location, shall be moved onto any lot in the Maple Tree subdivision without the prior written approval of "MTHA", if the same be in existence, and if the same is not yet in existence, the prior written approval of "MTHA" shall be required.
16. No signs of any kind shall be displayed to the public view on any lot except one sign of not more than five (5) square feet advertising the property for sale. All signs used shall be free standing.

17. No tanks for the storage of oil or other fluids may be maintained on any portion of the premises above or below the surface of the ground.
18. Lawns shall be kept in good condition as soil, climate and other conditions permit, and grass shall not be permitted to create an unsightly appearance.
19. Pursuant to other restrictions herein set forth, property owners may construct for their personal use one in-ground swimming pool in accordance with Lee's Summit codes, statutes and ordinance. No permanent above ground swimming pools are allowed. In accordance with Lee's Summit ordinance (Ordinance. No. 5742, 1, 5-6-04), the term "swimming pool" is hereby defined as a receptacle for water, with bottom and sides formed of material other than soil and rock, having a capacity of more than 5,000 gallons of water or having a depth of more than 24 inches at its deepest level, intended for the purpose of immersion or partial immersion therein of human beings, and including all appurtenant equipment. MTHA will allow one seasonal/temporary swimming pool of less than 5,000 gallons to be erected by the homeowner for the restricted season. The season is defined as May 1 through September 30 of each year. The seasonal/temporary swimming pool must be taken down at the end of the season.
20. A single "dog run" may be constructed in accordance with Lee's Summit statutes, codes and ordinances.
- 21a. All residences shall have composition shingles colored "Weather Gray and/or "Weather Wood" (The color is to be a shade of gray and/or brown). If the owner of any residence fails or refuses to comply with this provision, the "MTHA" Board of Directors shall, at its sole discretion, place a lien against the property until the residence complies with the provision. In the event the "MTHA" seeks to enforce said lien on the lot/residence in a court of competent jurisdiction, "MTHA" shall be entitled to recover all costs and reasonable attorney fees and court costs, together with interest thereon.
- 21b. No residence shall be painted, or allowed to be maintained, a color or colors not in harmony with the surrounding residences in Maple Tree. If the owner of any residence fails or refuses to comply with this provision, the "MTHA" Board of Directors shall, at its sole discretion, have the residence painted in a harmonizing color or colors and the cost thereof taxed as a lien against the property. In the event the "MTHA" seeks to enforce said lien on the lot/residence in a court of competent jurisdiction, "MTHA" shall be entitled to recover all costs and reasonable attorney fees and court costs, together with interest thereon.
22. If the owner of any lot fails or refuses to cut weeds or brush from the cleared portions of the property in accordance with Lee's Summit statutes, codes and ordinances, then "MTHA" shall have the authority to do so and tax the cost thereof as a lien against the property. In the event "MTHA" seeks to enforce said lien on the lot in court, the "MTHA" shall be entitled to recover all costs and reasonable attorney fees and court costs, together with interest thereon.
23. Easements for installation and maintenance of utilities and drainage facilities are reserved on the front, side or rear of each tract. No structure, planting or other material shall be placed or permitted to remain within these easements which might change the direction of flow of drainage channels in the easements or which might obstruct or retard the flow of water through channels in the easements. The easement area of each lot and all improvements on it shall be maintained continuously by the owner of the tract, except those improvements for which a public authority or utility company is responsible.

24. After the formation of Maple Tree Homes Association, the "MTHA" through the Board of Directors shall have the right, at its option to transfer and assign all of the rights or obligations of interpretation, approval and enforcement of the provisions of this Declaration of Covenants, Conditions and Restrictions by instrument filed with the Department of Records of Jackson County, Missouri.
25. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.
26. This Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration was recorded, which is January 20, 1995, after which said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed and/or approved by a majority of a quorum of members represented at an annual, semi-annual or special meeting or by a majority of members' casting votes by other means.
27. Enforcement of these covenants shall be any proceeding at law or in equity against any person or persons violating any covenant or restrictions, either to restrain violation or to covenant damages, or both, and against the land, to enforce any lien created by these covenants. Any such action may be initiated by any interested party, or the Declarant, any Owner, or the Maple Tree Homes Association, Inc. created and referred to herein. Failure to enforce any covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In addition to any other remedy provided herein, a party seeking the enforcement of these covenants shall be entitled to such party's reasonable attorney's fees, court costs and other costs of litigation from a party found to be violating the terms and conditions of this Declaration.
28. The provisions of this Declaration shall be deemed to be covenants running with the land and shall be binding upon the above-named Maple Tree Development, Inc. reassigned to Maple Tree Homes Association, Inc. and all persons claiming by, through and under it.

IN WITNESS WHEREOF, this instrument has been executed this 8th day January, 1995 and amended as of June 1, 2006.