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**Title of Document:** The Fully Amended and Restated ByLaws of Indian Creek Hills Property Owner's Association

**Date of Document:** , 2023

**Grantors:** The Indian Creek Hills Subdivision Property Owners Association, Inc.

**Grantees / Legal Description:** Indian Creek Hills Subdivision of Morgan County Missouri Plat Number One; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Two; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Amended Plat Number Two; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Three; Indian Creek Hills Subdivision of Morgan County Missouri Amended Plat Number Three; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Four; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Five Indian Creek Hills Subdivision of Morgan County Missouri Corrected Plat Number Five; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Six; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Seven; Indian Creek Hills Subdivision of Morgan County Missouri Correction Plat Number Seven; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Eight; Indian Creek Hills Subdivision of Morgan County Missouri Correction Plat Number Eight

**Reference Book and Page(s):**

**Fully Amended and Restated**  
**BYLAWS**  
**of**  
**the Indian Creek Hills Property Owners Association,**  
**Inc.**  
**A Missouri Not-For-Profit Corporation**

Final draft 9/13/23

## **Article I**

### **The Association; Ownership**

#### **Section 1. Name**

The name of the Association is the Indian Creek Hills Property Owners Association, Inc., hereinafter "The Association."

#### **Section 2. Plan of Ownership**

Indian Creek Hills Property Owners Association, Inc. on the 9<sup>th</sup> Day of 1970, recorded an indenture entitled the Restrictive Covenants and Conditions to govern the subdivisions which have been created and are generally and commonly known collectively as "Indian Creek Hills," and more specifically, Indian Creek Hills Subdivision of Morgan County Missouri Plat Number One; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Two; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Amended Plat Number Two; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Three; Indian Creek Hills Subdivision of Morgan County Missouri Amended Plat Number Three; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Four; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Five Indian Creek Hills Subdivision of Morgan County Missouri Corrected Plat Number Five; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Six; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Seven; Indian Creek Hills Subdivision of Morgan County Missouri Correction Plat Number Seven; Indian Creek Hills Subdivision of Morgan County Missouri Plat Number Eight; Indian Creek Hills Subdivision of Morgan County Missouri Correction Plat Number Eight; all of record in Morgan County, Missouri, and all of which are subject to the Restrictive Covenants and Conditions for the subdivisions filed as Document No. 30010 in Book 203 at Page 244 and as fully amended and restated in a new Restrictive Covenants and Conditions recorded contemporaneously with these Bylaws.

The original Bylaws were recorded on the 21<sup>st</sup> Day of January 1985 in Book 330, Page 116. Now, it is the intent of the current Board of Directors of Indian Creek Hills Property Owners' Association and the Membership to amend and restate said Bylaws. Therefore, the Board of Directors of Indian Creek Hills Property and said Membership do hereby adopt the following Fully Amended and Restated Bylaws of Indian Creek Hills Property Owners' Association.

All present or future owners or any other person that might use in any manner the facilities of the project are subject to the regulations set forth in these By-Laws. Acquiring, renting, or occupying any parcel or tract of the development (hereinafter referred to as a Lot) constitutes acceptance of the provisions of these By-Laws.

These by-laws shall further apply to owners of any Lots which may be added to or annexed into Indian Creek Hills Subdivision in accordance with the plats and the Restrictive Covenants and Conditions.

## **Article II**

### **Corporate Purpose**

#### **Section 1. Nonprofit Purpose**

- A. This Association is not organized for profit. No member, member of the Board, officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, officer or member, provided:
1. that reasonable reimbursement may be paid to any member, Board Member or officer while acting as an agent or employee of the Association, for services rendered in effecting one or more of the purposes of the Association, and
  2. that any member, Board Member, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to a Managing Agent who shall perform its duties and functions according to a written agreement for the compensation stated therein.
- B. The corporation shall not be used for the pecuniary profit of any of its members.

#### **Section 2. Specific Purpose of the Property Owners Association**

- A. To provide for community events, meetings, and the care and upkeep of recreational areas;
- B. To provide, operate, maintain, and repair a community center for Indian Creek Hills Property Owners;
- C. To provide for the common good and general welfare of the Indian Creek Hills Property Owners Association, Inc.;
- D. To acquire, manage, control, buy, and sell any and all real estate incidental and/or necessary thereto;
- E. To establish, make and enforce compliance with such bylaws and rules and regulations as may be necessary for the operation, use and occupancy of all of the Lots, community docks, common areas, common elements, and limited common elements, with the right to amend same from time to time. A copy of such bylaws and rules and regulations shall be delivered or mailed to a primary property holder upon the adoption thereof, the method of delivery to be based upon the preference of the member. No rules and regulations may change, alter, repeal, or replace any provision of the Restrictive Covenants and Conditions or these Bylaws. To the extent any rule or regulation is inconsistent with or in conflict with any provision of the Restrictive Covenants and Conditions or these Bylaws, then the Restrictive Covenants and Conditions or these Bylaws shall control; To the extent any bylaw is inconsistent with

or in conflict with any provisions of the Restrictive Covenants and Conditions, then the Restrictive Covenants and Conditions shall control.

- F. To assume control and management of all common areas in Indian Creek Hills Property Owners Association, Inc.;
- G. To hire and maintain the lands owned by the Association;
- H. To keep the records of the corporation; and
- I. Management of this corporation shall be vested in a Board of Directors who shall manage this not-for-profit corporation under the laws of the State of Missouri.

### **Article III**

#### **Membership**

##### **Section 1. Eligibility for Membership**

- A. Every owner of a Lot shall be a member of the Indian Creek Hills Property Owners Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of any Lot. There shall be a single class of voting membership. Members shall be all owners of a Lot. If one member owns multiple lots, these lots shall then become a unit. Each unit receives one vote; when more than one person holds a legal interest in any lot and/or unit, all such persons shall be members, and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot. No member shall have more than one vote, despite the number of lots owned.

##### **Section 2. Ownership and Registration of Mailing Address**

- A. Any person acquiring an interest in a Lot shall furnish to the Board a copy of the recorded instrument vesting that person with an interest in the Lot. The copy furnished to the Association shall be maintained in the files of the Association.
- B. The owner or owners of each Lot shall have one registered mailing address and one email address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firms, corporation, partnership, association or other legal entity or any combination thereof to be used by the Association. The registered address and email address of a Lot owner or owners shall be furnished to the Managing Agent or Board within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in writing and signed by all of the owners of the Lot or by their representative.

### **Article IV**

#### **Meeting of Members**

##### **Section 1. Annual Meeting**

- A. There shall be an annual meeting of the members of the property owners' association at a convenient place in Morgan County, as chosen by the Board, for the purpose of electing directors and for the transaction of all necessary and required business for the Association.
- B. Said annual meeting shall occur on the second Saturday of October at 11:00 a.m.
- C. Notice of said meeting shall be provided to owners via a letter, or email if specifically requested, sent through the US Mail to the contact of record setting forth the date, time, and place of said annual meeting.
- D. At each annual meeting the Board of Directors shall render an account of monies received, disbursed, and held by them during and at the end of the preceding fiscal year.
- E. Annual meeting minutes will be available to owners in draft form upon written request no later than thirty (30) days of said meeting.

### **Section 2. Special Meeting**

- A. Special meetings of the members may be called by the President, by the Board of Directors, or by written request to the President from ten (10) members in good standing.
- B. Written notice via US mail, or email upon specific request, shall be provided to each lot via primary property owner, stating the date, place, purpose, and time of the special meeting. The purpose or purposes for which the meeting is called shall be posted in park area.

### **Section 3. Quorum**

- A. At all meetings of the members of the association, a quorum shall consist of forty-five (45) members in attendance in good standing. A majority is 51% of the quorum.

### **Section 4. Voting**

- A. No person shall be considered as an owner entitled to vote for any purpose provided in this instrument until and unless they have acquired fee simple title by deed duly recorded in the Office of Recorder of Deeds of Morgan County, Missouri.
- B. The owner or owners of a Lot in the subdivision shall be entitled to the voting rights established in the Restrictive Covenant and these Bylaws.
- C. An owner must be in good standing to vote.
- D. All voting members shall be of eighteen (18) years of age or older.
- E. Each lot owner shall receive one (1) vote, regardless of the number of lots owned. If only one of the multiple owners of a Lot is present at a meeting of the Association, he or she is entitled to cast the vote allocated to that Lot. If more than one of the multiple owners are present, the vote of that Lot may be cast only in accordance with the agreement of a majority in interest of the multiple owners. There is majority agreement

if any one of the multiple owners casts the vote of that Lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the Lot.

- F. All board members are allowed to vote at an annual meeting in accordance with this section.
- G. A Lot's vote may be cast pursuant to a proxy duly executed by a Lot owner. The proxy must be a member and present at the time of the vote. If a Lot is owned by more than one person, each owner of the Lot may vote or register protest to the casting of votes by the other owners of the Lot through a duly executed proxy. No Lot owner may revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date unless it specifies a shorter term.

## **Article V**

### **Board of Directors**

#### **Section 1. Board Membership, Elections, Term of Office**

- A. The Board of Directors shall consist of eleven (11) members; four (4) executives – President, Vice President, Treasurer, and Secretary – and seven (7) directors.
- B. Election years shall be staggered so that year one (1) four members shall face re-election, year two (2) four members shall face re-election, and year three (3) three members shall face re-election.
- C. Board Members shall be limited to two (2), three (3) year terms. Association members may re-rerun after three (3) years have passed since the end of their last term.
- D. Partial terms shall not affect the term limitations.
- E. Elections are to occur at the annual meeting.
- F. Association members must be nominated. A nomination must be seconded.
- G. To be nominated, one must be a member of the property owners' association and in good standing.
- H. A position must be elected by majority vote of those present.
- I. Terms of positions are three (3) years. Only two familial members, of any relation, may serve on the board at one time.
- J. Should a position come open prior to the expiration of the term, the position shall be filled at the next annual meeting; the positional term must be completed prior to re-election for a new term in that position.
- K. In the event of the death, resignation, or inability of any of the Board of Directors elected to serve prior to the expiration of their term, the successor shall be determined by a vote of the members of the association to select and appoint a Director to fill the unexpired term.

- L. In consideration of their service as a Board of Director, active Board Members are exempt from yearly dues for up to five (5) lots. Said exemption does not include special assessments, fines, or any other dues as assessed by the Association.

## **Section 2. Board of Directors: Positions and Responsibilities**

- A. The Board of Directors shall elect by simple majority a President, Vice President, a Secretary, and a Treasurer.
  - 1. The President.
    - a. Shall be chairman of and preside over all meetings of the owners and Board of Directors;
    - b. Shall see that all orders and resolutions of the Board of Directors are carried into effect;
    - c. Shall execute all instruments required to be signed by the Board of Directors; and
    - d. Shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.
  - 2. The Vice President.
    - a. Shall be vested with all the powers and shall perform all duties of the President in their absence; and
    - b. Shall perform such other duties as from time to time may be assigned to them by the Board of Directors.
  - 3. The Secretary.
    - a. Shall keep the minutes of the meetings of the members and of the Board of Directors;
    - b. Shall see that all notices are duly given in accordance with the provisions of the Declarations and Bylaws or as required by law;
    - c. Shall be custodian of the corporate records; and
    - d. Shall in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to them by the Board of Directors.
  - 4. The Treasurer.
    - a. Shall have charge and custody of, and be responsible for, all funds and securities of the corporation;
    - b. Shall 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 provisions of these Bylaws;
    - c. Shall keep proper books of account;



- d. Shall cause an annual audit of the corporation's books by the accountant to be made at the completion of each fiscal year;
- e. Shall prepare an annual budget plus a statement of income and expenditures to be presented to the members at the regular annual meeting;
- f. Shall deliver copies of the annual budget plus a statement of incorporated and expenditures to each member present at the annual meeting of the association or a member requesting it in writing;
- g. Shall in general, perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to them by the Board of Directors;
- h. Shall collect assessments and deposit the funds coming into their hands as directors in a State or National bank at the best rate of interest obtainable;
- i. Shall update the budget by including the year-to-date actual expenses incurred in the current year, and annualize this information for the full current year.

### **Section 3. Regular and Annual Meetings of the Board of Directors**

- A. The annual meeting of the Directors shall be held within seventy-two (72) hours following the annual meeting of the members, and the notice of the annual meeting shall be sufficient notice for said meeting. The Directors shall, at their annual meeting, elect from their numbers a President, Vice President, Secretary, Treasurer. Said officers shall hold their respective offices until the next annual meeting unless there is a death, resignation, or inability of any of the said officer to serve prior to the expiration of their term.
- B. At all meetings of the Board of Directors, a quorum shall consist of at least five (5) directors and the President. If less than a majority of the Directors are present at said meeting, then a majority of the Directors present may adjourn the meeting to a time announced at the meeting. At the next such meeting, the requirement for a quorum shall be one-half the amount of the requirement for a quorum at the previous meeting. The quorum shall only be reduced once for one such special meeting and then will revert.
- C. Before or at any meeting of the Board, any Board Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.
- D. The Board shall generate and keep official minutes, using the state of Missouri's guidelines of each Board of Directors meeting, which shall include records of

attendance and each vote held and shall make said minutes available to all members of the Association upon reasonable request, but not prior to ten (10) days after the board meeting and the approval of the minutes.

- E. Any action which may be taken by the Board at a special meeting may be taken without a meeting if written consents to such action are signed by all members of the Board.

#### **Section 4. Special Meetings of the Board of Directors**

- A. A Director may call a special meeting of the Board of Directors upon giving five (5) days written notice to all Directors.
- B. A quorum for such a meeting shall consist of six (6) or more members. If a meeting cannot occur because a quorum, for a duly noticed meeting, has not attended, the Board members who are present, may adjourn the meeting to a time announced at the meeting. At the next such meeting, the requirement for a quorum shall be one-half the amount of the requirement for a quorum at the previous meeting. Such shall occur for only one meeting and then revert.

#### **Section 5. Powers of the Board of Directors**

- A. Consistent with the relevant portions of the Restrictive Covenant, the Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the development as a first-class residential and/or recreational subdivision. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and on behalf of the owners of the Lots:
  - 1. The power to construct, reconstruct, improve, contract for, maintain, or repair streets or roadways of any kind or qualities upon several strips of land held by the Indian Creek Hills Property Owners Association, Inc., which are designated on said plats as streets, drives, lanes, trails, roads, or walkways and repair and maintain the dam and lake to be constructed on said above property.
  - 2. The power to provide for plowing, grading, and snow removal from said streets, roads, and trailways.
  - 3. The power to plant, care for, spray, trim, protect, and replant shrubbery and to sow or re-sow, trim, and care for grass in or upon the drives, streets, lanes, parks, common grounds, and roads herein conveyed to them or to be conveyed or in or upon any other areas of Indian Creek Hills Property Owners Association, Inc.
  - 4. The power to provide lights in or on all drives, lanes, streets, parks, and roads and on or at all gateways or entrances or in other such places in or about the area covered by this agreement as they may in their judgment determine.
  - 5. The power to grant easements in, over, or under the streets, drives, lanes, trails, or roads conveyed to them for any of the purposes set out in Article II

- hereof; walkways and trailways may be set up and established and maintained by the Board of Directors for the use of the lot owners present and future of Indian Creek Hills Property Owners Association, Inc.
6. The power to prosecute trespassers on property belonging to Indian Creek Hills Property Owners Association, Inc. and to protect the rights and privileges of Indian Creek Hills Property Owners Association, Inc.
  7. The power and duty to enforce either in the name of Indian Creek Hills Property Owners Association, Inc. or in the name of any owner within the subdivision any and all restrictions which may now or which may hereafter be imposed upon any of the lots in said subdivision either in the form as originally placed or as modified subsequently.
  8. The power and duty to add more trails to the common ground areas for side by sides, ATV's, motorized vehicles, bicycles and/or for walking areas as necessary, with sixty (60) days notice provided to the property owner prior to construction. Such an additional shall not cause noise disturbances for existing homes, RVs, motorhomes, recreational member's land, or any property that may temporarily hold such.
  9. The power to administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Restrictive Covenant and the By-Laws of the Association and the supplements and amendments thereto;
  10. The power to establish, make and enforce compliance with such rules and regulations as may be necessary for the operation, use and occupancy of all of the Lots, community docks, common areas, common elements, and limited common elements, with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed, as selected, to primary property owners upon the adoption thereof. No rules and regulations may change, alter, repeal, or replace any provision of the Restrictive Covenant or these Bylaws. To the extent any rule or regulation is inconsistent with or in conflict with any provision of the Restrictive Covenant or these Bylaws, then the Restrictive Covenant or these Bylaws shall control;
  11. The power to incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the common elements, limited common elements, and all items of common personal property;
  12. The power to insure and keep insured all of the insurable common elements and common areas in an amount equal to the maximum replacement value. To insure and keep insured all of the common fixtures, common equipment and common personal property for the benefit of the owners of the Lots and their first mortgagee. Further, to obtain and maintain insurance, if applicable;

13. The power to prepare a budget for the Association at least annually, in order to determine the amount of the common assessments payable by the Lot owners to meet the common expenses of the subdivision, and allocate and assess such common charges among the Lot owners as provided in the Restrictive Covenant, and by majority vote of the Board to recommend to adjust, decrease or increase the amount of the yearly assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the owners at the end of each operating year;
14. The power to recommend to levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies;
15. The power to collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Restrictive Covenant and these By-Laws. To enforce a late charge of not more than \$25.00 per month and to collect interest at the rate of fifteen percent (15%) per annum in connection with assessments remaining unpaid more than thirty (30) days from due date for payment thereof, together with all expenses, including a \$2.00 administrative fee and attorney's fees incurred;
16. The power to protect and defend in the name of the Association any part or all of the development project from loss and damage by suit or otherwise;
17. The power to borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Restrictive Covenant and these By-Laws and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and give security therefor, with a vote of the majority of the membership. Such indebtedness shall be the several obligation of all of the owners in the same proportion as the percentage ownership of each Lot owner of the common elements of the subdivision. The persons who shall be authorized to execute promissory notes and securing instruments shall be the Executive Board;
18. The power to enter into contracts to carry out their duties and powers;
19. The power to establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable;
20. The power to make repairs, additions, alterations and improvements to the general common elements consistent with managing the development project in a first-class manner and consistent with the best interests of the Lot owners;
21. The power to keep and maintain full and accurate books and records, showing all of the receipts or disbursements, and to permit examination thereof at any

- reasonable time by each of the owners, but not prior to ten (10) business days after approved by the board;
22. The power to prepare and deliver annually to each owner a consolidated statement showing receipts, expenses or disbursements since the last statement;
  23. The power to meet at least semi-annually, and if a managing agent is employed, an employee of the managing agent shall be in attendance, upon invitation of the Board;
  24. The power to in general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of the subdivision property;
  25. The power to manage the use of all parking areas under the control of the Association, open spaces, common areas and other property in common use;
  26. The power to employ for the Association a managing agent to exercise those duties and powers granted to it by the Board, but not those powers which the Board, by law, may not delegate; and
  27. The power to keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying, and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred.

### **Section 6. Removal**

- A. Subject to the relevant provisions of the Restrictive Covenants and Conditions, at any annual or special meeting duly called, any one or more of the Board members may be removed with due cause by a simple majority vote of the forty-five (45) members at the Special meeting or by Majority Vote during a regular meeting.
- B. Any Board Member who violates federal, state, or local laws, these bylaws, or the Restrictive Covenants and Conditions of Indian Creek Hill Subdivision may be removed by simple majority vote of the Board of Directors and property owners at a special meeting.

## **Article VI**

### **Finance Management**

#### **Section 1. Accounts**

- A. The funds and expenditures of the Lot owners by and through the Association shall be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be common expenses:
  1. Current expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for

- contingencies and working funds, except expenditures chargeable to reserves or to additional improvements;
2. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually; and
  3. Reserve for replacement, which shall include funds for repairs or replacement required because of damage, wear or obsolescence, which funds shall be designated capital contributions and carried on the balance sheet as capital expenditures.

### **Section 2. Donations to the Association**

- A. The Board of Directors shall have authority to accept donations on behalf of the Association, of any kind, including but not being limited to, land and money, from all persons or organizations including members of the corporation.
- B. Said donations shall be for the purposes set forth and limited as described herein in Article II.
- C. Funds collected or donated shall be deposited by the Treasurer in a bank as designated by the Board of Directors.

### **Section 3. Spending Not to Exceed**

- A. The Board of Directors spending limit is \$5,000 per project. If the project is over \$5,000, special approval is required by the Association. Approval shall occur at a special or annual meeting properly noticed.
- B. The board shall have one debit card for use.

## **Article VII**

### **Property Usage**

#### **Section 1. Identification Cards**

- A. Guests must have valid ID and guest cards to use the amenities, excluding hunting or recreational vehicles in Indian Creek Hills Property Owners Association, Inc.
- B. One (1) property owner card per property owner; a limit of three (3) guest cards given regardless of how many owners are on the deed or how many lots are owned and (more per written request and board approved); one (1) motorized sport vehicle card per property owner, one (1) hunting card, and/or one (1) hunting car tag per property owner or a combination thereof.

#### **Section 2. Camping, Fishing, Hunting**

- A. No trout lines or jug lines are permitted on Lake Pocahontas. Any found will be cut and removed. Any person putting out such lines will lose their privileges to use Lake Pocahontas following proper written notice from the Board of Directors. On a second

violation, privileges will be removed for a year. A third violation will mean a permanent ban.

- B. Catching and harvesting spoonbill fish in the Lake Pocahontas is allowed during spoonbill season with a rod and reel and must follow all state size guidelines. No snagging with treble hooks. Heavy weights are prohibited. Catching of spoonbill any other time of the year is prohibited and the fish should be released immediately and not removed from Lake Pocahontas.
- C. All boats, paddle boats, kayaks, etc. must be removed from Lake Pocahontas and the parks around the lake shoreline from October 31 to March 1 and shall be stored on the property owners' lot for winter season. Nothing can be stored on Indian Creek Hills Property Owners Association property.
- D. No firearms may be used around Lake Pocahontas from May 1 to October 1 and any period during the calendar year when hunting season is not in affect.
- E. No camping is allowed at parks around Lake Pocahontas.
- F. Only property owners and immediate family members residing within the home of Indian Creek Hills Property Owners Association, Inc. shall have the privilege to hunt on property owned by Indian Creek Hills Property Owners Association, Inc.
- G. All individuals hunting on Indian Creek Hills Property Owners Association, Inc. land shall obtain proper licensure and follow all state and local hunting rules and regulations.
- H. All hunters must have a valid hunting permit with them at all times.
- I. All road hunting from motorized vehicles and deer drives along roads is prohibited and anyone caught doing so will be turned into the proper authorities and game warden.
- J. All removable hunting stands and ground blinds shall have the property owner name, plat, and lot number on it.
- K. No firearms are to be discharged in the main park (campground) at any time unless at the board or caretaker's discretion or to lawfully protect property or human life.
- L. Property owners and guest with valid ID cards may use the main park (campground) as follows:
  - 1. Property owners may camp for fourteen (14) continuous days.
  - 2. Guest may camp for seven (7) continuous days.
  - 3. Reserve a campsite in the park twice a year, only one per Holiday, non refundable deposit for one (1) night of camping is required to reserve. Only primary owner of lot(s) can make the reservation. Indian Creek Property Owners Association will hold five (5) campsites to reserve
  - 4. All must leave for at least five (5) days before returning to camp again.
- M. Electrical charges for camping in the main park shall be listed in the main park area:
  - 1. Designated camping fees for non-electric areas.
  - 2. Designated camping fees for electric sites for RV's and tents

- N. RV's and tents are allowed one (1) tent on camp site for no additional charge; however, any additional tents will be charged a designated camping fee.

### **Section 3. Common Elements and Areas**

- A. Each owner may use the common elements in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners, and subject to the rules and regulations contained in these By-Laws and in the Restricted Covenants and Conditions of Indian Creek Hill Subdivision, or as established by the board through rules and regulations.
- B. The Indian Creek Hills Property Owners Association, Inc. shall have the right to provide and maintain tennis courts, playgrounds, gateways, entrances, drinking fountains, lakes, streams, and other ornamental or recreational features in said subdivision on any land set aside for the general use of the owners of the lots in said subdivision or to which said owners have access and use thereof.
- C. The Indian Creek Hills Property Owners Association, Inc. shall have the right and power to construct and maintain such boat dock facilities as they may deem necessary for the use and benefit of owners of lots in said subdivision.
- D. Property owners shall not donate their property to the Missouri Department of Conservation.
- E. Common area shall remain property to be held by the Association for the benefit of all owners and shall not be construed as a dedication to the public of any such common area located therein.
- F. Members shall not cause damage to common property, including the removal of any plants or trees without the written permission of the Board of Directors.

## **Article VIII**

### **Owner's Obligations & Responsibilities**

#### **Section 1. Mechanic's Lien; Owners to Hold Harmless**

- A. Each owner agrees to indemnify and to hold each of the other owners herein harmless from any and all claims of mechanic's liens filed against other Lots and the appurtenant general common elements for labor, materials, services or other products incorporated in the owner's Lot. In the event a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half of the amount of the claim plus interest for one year together with a sum of ten percent (10%) of the amount of such claim, but not less than \$150.00, which latter sum may be used by the Association for any cost and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise



provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to ensure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid immediately by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his Lot which may be foreclosed. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be immediately reimbursed to it by such owner(s), and the owner shall be liable to the Association for the payment of interest at the rate of eighteen percent (18%) per annum, on all sums paid or incurred by the Association. The provisions in this Section shall supplement the relevant provisions of the Restrictive Covenant.

### **Section 2. Assessments**

- A. All owners shall be obligated to pay the yearly and other assessments imposed by the Association to meet the common expenses and to maintain the reserves as provided in the Restrictive Covenants and Conditions. Assessments shall be due in advance. A member shall be deemed in good standing and entitled to vote at any annual or at a special meeting of members within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the Lot owned by him including the reserves required by the Restrictive Covenants and Conditions.

### **Section 3. Ascertainability of Unpaid Common Expenses**

- A. The Lot owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Managing Agent or the Board, and upon payment of a reasonable fee, shall be furnished a statement of the owner's account. The Statement of Account shall include the amount of any unpaid common expenses, the amount of current assessments, the dates that assessments are due, the amount for any advance payments made, prepaid items such as insurance premiums and reserves, and any deficiencies in reserve accounts, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless the request is complied with within ten (10) days after receipt of the written request, all unpaid common expenses which become due prior to the date of the request shall be subordinate to the rights of the person requesting the statement.

### **Section 4. Notice of Lien or Suit**

- A. An owner shall give notice to the Association of every lien or encumbrance upon his Lot, other than for taxes and special assessments, and notice of every suit or other proceeding which may affect the title of his Lot, and such notice shall be given in writing within five (5) days after the owner has knowledge thereof.

## **Section 5. General**

- A. Each owner shall comply strictly with the provisions of the recorded Restrictive Covenants and Conditions and these By-Laws and amendments thereto;
- B. Each owner shall always endeavor to observe and promote the accomplishment of the cooperative purposes for which this development project was built.

## **Section 6. Uses of Lots**

- A. All Lots shall be utilized only for the purposes as provided in the Restrictive Covenants and Conditions and Bylaws;

## **Section 7. Use of Common Elements**

- A. Each owner may use the common elements, located within the entire development project, in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

## **Section 8. Rules and Regulations**

- A. The Association, by a majority vote with a quorum of forty-five members, may adopt and amend rules and regulations regarding appearance of property and conduct of owners as they deem necessary, so long as those rules and regulations are not inconsistent with these Bylaws or the Restrictive Covenants and Conditions. In the event any rule or regulation is in conflict with these Bylaws or the Restrictive Covenants and Conditions, then the Bylaws and/or Restrictive Covenants and Conditions shall control.

## **Section 9. Mortgagees as Proxies**

- A. Lot owners shall have the right to irrevocably constitute and appoint the beneficiary of a deed of trust, mortgage, or other instrument which encumbers the owner's interest their true and lawful attorney to vote their Lot membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as Lot owners under the Articles of Incorporation and By-Laws of this Association or by virtue of the recorded Restrictive Covenants and Conditions. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal to carry out their duties as set forth in the Restrictive Covenants and Conditions. A release of the beneficiary's encumbrance shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Lot owners, as mortgagors, of their duties and obligations as Lot owners or to impose upon the beneficiary of the encumbrance the duties and obligations of a Lot owner.

## **Article IX**

### **Indemnification**

#### **Section 1. Board Members**

- A. The Association shall indemnify every Board Member and officer, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding in which he may be made a party by reason of his being or having been a Board Member or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Board Member or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Board Member or officer may be entitled. All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, that nothing in this Article VII contained shall be deemed to obligate the Association to indemnify any member or owner of a Lot who is or has been a Board Member or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him as an owner of a Lot under and by virtue of the Restrictive Covenant.
- B. Contracts or other commitments made by the Board or officers shall be made as agent for the Lot owners, and the Board and officers shall have no personal responsibility on any contract or commitment, except as Lot owners. The liability of any Lot owner on any contract or commitment shall be limited to the same proportionate share of the total liability as such Lot owners share of the common expenses.

## **Article X**

### **Notice**

#### **Section 1. Waiver of Notice**

- A. Whenever notice is required in accordance with these Bylaws, the fully amended and restated restrictive covenants and conditions of Indian Creek Hills Subdivision, the Articles of Incorporation, or the corporation laws of the State of Missouri, the party entitled to such may waive notice in writing.

## **Article XI**

### **Enforcement of the Bylaws**

### **Section 1. Violation and Enforcement**

- A. The violation of any rule or regulation adopted by the Board, or the breach of any By-Laws, or the breach of any provision of the Restrictive Covenants and Conditions, shall give the Board the right, in addition to any other rights set forth herein, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach and to recover reasonable attorney's fees incurred in such proceedings. Said violations are set by a majority vote of the property owners at the annual meeting.
- B. Fines and Fee schedules shall be voted on at the Annual Meeting.

### **Section 2. No Waiver of Rights**

- A. The omission or failure of the Association or any Lot owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, the By-Laws, or the Rules and Regulations adopted pursuant thereto shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the Managing Agent shall have the right to enforce the same thereafter.

## **Article XII**

### **Amendment of the Bylaws**

#### **Section 1. Amendment Procedure**

- A. Bylaws may be amended at a special meeting of the Association or an annual meeting of the Association.
- B. A quorum shall consist of forty-five (45) or 8.5% of current, voter eligible members in good standing per the prior year's numbers, in attendance at said meeting. If any vote to amend cannot be organized because a quorum, for a duly noticed meeting, has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time announced at the meeting.
- C. Amendments to the Bylaws shall pass by a simple majority vote of said quorum.

[Signature Pages to Follow]

These By-Laws are adopted by THE INDIAN CREEK  
PROPERTY OWNERS ASSOCIATION, INC.,  
Effective as of the date of their recording in the Office  
of the Morgan County Recorder of Deeds

\_\_\_\_\_  
**President, and Director**

STATE OF MISSOURI    )  
  ) ss.  
COUNTY OF            )

On this \_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_\_, before me, a Notary Public, in  
and for the County and said State, personally appeared \_\_\_\_\_, known to me  
to be the person who executed the within instrument of writing and such person duly  
acknowledged the execution of the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day  
and year last above written.

\_\_\_\_\_  
Notary Public