

BY-LAWS
OF
BIG CREEK PLAZA
PROPERTY OWNER'S ASSOCIATION, INC.

The name of the association shall be Big Creek Plaza Property Owner's Association, Inc.

This non-profit association was formed to govern the Common Property, including the roadways and other Common Properties of Big Creek Plaza Subdivision and the Replat of Lots 5, 6, 7, and 8 of Big Creek Plaza Subdivision as shown on the plats recorded in the Office of the Recorder of Deeds for Morgan County, Missouri;

ARTICLE ONE
PLAN OF OWNERSHIP

All present or future owners or any other person that might use in any manner the facilities of the Big Creek Plaza are subject to the regulations set forth in these By-Laws. Acquiring, renting, consenting or occupying any of the property subject to the Declaration of Restrictions, Covenants and Conditions as recorded on April 2, 2012 as Instrument No. 2012-1609 in the Office of the Recorder of Deeds for Morgan County, Missouri constitutes acceptance of the provisions of these By-Laws.

ARTICLE TWO
MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. **MEMBERSHIP.** Except as is otherwise provided in these By-Laws, ownership of Lots 1a, 2, 3, 4, 5a, 6a, 7a, 8a of Big Creek Plaza or the Replat of Lots 5, 6, 7, and 8 of Big Creek Plaza is required in order to qualify for membership in this association. Any person on becoming a lot owner shall automatically become a member of this association and be subject to these By-Laws. Membership shall terminate without any formal association action whenever such person ceases to own a lot, but such termination shall not release or relieve any former owner from any liability or obligation incurred under or in any way connected with this association during the period of ownership and membership in the association, or impair any rights or

remedies which the unit owners have, either through the Board of Directors of the Association or directly, against a former owner and member arising out of or in any way connected with ownership and membership and the covenants and obligations incident thereto.

2. VOTING. The owner or owners of a lot in the project shall be entitled to the voting rights established in the Declaration. Each Lot shall be entitled to one vote. If more than one person owns an interest in a single Lot, then the vote for said Lot shall be exercised jointly by all such persons or entities and in no event shall more than one vote be cast by each Lot.

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 is 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 a presumption that there is a 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.

A lot's vote may be cast pursuant to a proxy duly executed by a lot owner. 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.

3. MAJORITY OF ELIGIBLE VOTES. As used in these By-Laws, the term "MAJORITY OF ELIGIBLE VOTES" shall mean lot owners of more than fifty percent (50%) of the votes as set forth in paragraph 2 above.

4. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members holding thirty percent (30%) of the votes entitled to be cast shall constitute a quorum. An affirmative vote of a majority of the members present, either in person or by proxy, shall be required to transact the business of the meeting.

ARTICLE THREE **ADMINISTRATION**

1. **ASSOCIATION RESPONSIBILITIES.** The owners of the lots will constitute an Association of Property Owners, hereinafter referred to as "Association", which will have the responsibility of administering the project through an Board of Directors, hereinafter referred to as the "Board".

2. **PLACE OF MEETING.** Meetings of the Association shall be held at such places within the State of Missouri as the Board may determine.

3. **ANNUAL MEETINGS.** The annual meetings of the Association shall be held at 5:00 pm on the third Saturday in June each year. At the annual meetings the members of the association shall elect a Board of Directors as provided in Section 4 of Article IV of these by-laws, and subject to the provisions of the Declaration. The owners may also transact such other business of the Association as may properly come before them.

4. **SPECIAL MEETINGS.** The President may call a special meeting of the owners on his own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least twenty percent (20%) of the owners. The notice of any special meeting shall state the time and place of such meeting and the items on the agenda, including the general notice of any proposed amendment to the declaration or by-laws, any budget changes, and any proposal to remove an officer or director. Any such meeting shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

5. **NOTICE OF MEETINGS.** The Secretary shall cause to be mailed or delivered a notice of each annual or special meeting, stating the purpose thereof as well as the time and place it is to be held, including items on the agenda, any budget changes, and any proposal to remove an officer or director, to each owner of record, at the registered address of each owner, not less than ten (10) nor more than sixty (60) days prior to such meeting. The Mailing of a notice in the manner provided in this section or the delivery of such notice shall be considered notice served, and the certification by the Secretary that notice was duly given shall be prima facie evidence thereof.

6. **ADJOURNED MEETINGS.** If any meeting of owners cannot be organized because a quorum 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.

7. ORDER OF BUSINESS. The order of business at all meetings of the owners of lots shall be as follows:

- (a) Roll call and certification of proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of Minutes of preceding meeting
- (d) Reports of officers
- (e) Reports of committees
- (f) Election of managers
- (g) Unfinished business
- (h) New business
- (i) Adjournment

ARTICLE FOUR **BOARD OF DIRECTORS**

1. NUMBER AND QUALIFICATIONS. The Association shall be governed by a Board consisting of three (3) members of the Association.

2. POWERS AND DUTIES. Consistent with the relevant portions of the Declaration, 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 subdivision as a first class residential property. 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 in behalf of the owners of the lots:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions set forth in the Declaration and the supplements and amendments thereto;
- (b) 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 Common Property with the right to amend same from time to time. A copy of such rules and regulations shall be delivered or mailed to each member upon the adoption thereof;
- (c) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the common property;
- (d) To insure and keep insured all of the insurable common property 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. Further, to obtain and maintain insurance as provided in the Declaration:

(e) 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 Association, and allocate and assess such common charges among the lot owners as provided in the Declaration, and by majority vote of the Board to adjust, decrease or increase the amount of the annual assessments. To levy and collect special assessments whenever in the opinion of the majority of the Owners 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;

(f) Within thirty (30) days after adoption of any proposed budget for the Association, the Board of Directors shall provide a summary of the budget to all the lot owners, and shall set a date for a meeting of the lot owners to consider ratification of the budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the lot owners reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the lot owners shall be continued until such time as the lot owners ratify a subsequent budget proposed by the Board of Directors

(g) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an owner as is provided in the Declaration and these By-Laws. To enforce a late charge of not more than \$10.00 per month and to collect interest at the rate of eighteen percent (18%) per annum in connection with assessments remaining unpaid more than twenty (20) days from due date for payment thereof, together with all expenses, including reasonable attorney's fees incurred.

(h) To protect and defend in the name of the Association any part or all of the subdivision from loss and damage by suit or otherwise;

(i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and give security therefor. Such indebtedness shall be the several obligation of all of the owners. The persons who shall be

authorized to execute promissory notes and securing instruments shall be the President and Secretary;

(j) To enter into contracts to carry out their duties and powers;

(k) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable;

(l) To make repairs, additions, alterations and improvements to the general common elements consistent with managing the subdivision in a first class manner and with(consistent with the best interests of the lot owners to approve payment vouchers therefor;

(m) 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;

(n) To prepare and deliver at the annual meeting a statement showing deposits, expenses or disbursements since the last statement of account;

(o) To meet at least annually, and if a managing agent is employed, an employee of the managing agent shall be in attendance, upon invitation of the Board;

(p) 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;

(q) To manage the use of all roads and the water system under the control of the Association, open spaces, common areas and other property in common use;

(r) 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.

(s) To keep detailed, accurate records in chronological order of the receipts and expenditures affecting the common property, specifying and itemizing the maintenance and repair expenses of the common property and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the lot owners at convenient hours of weekdays.

3. NO WAIVER OF RIGHTS. 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.

4. ELECTION AND TERM OF OFFICE. Each member of the Board of Directors shall serve for a term of One (1) year. Except as is otherwise provided by these By-Laws, the Board members shall hold office until their successors have been elected and hold their first meeting.

5. VACANCIES. Vacancies in the Board caused by any reason other than the removal of a Board member by a vote of the Association shall be filled by vote of the majority of the remaining Board members even though they may constitute less than a quorum; and each person so elected shall be a Board member until his/her successor is elected.

6. REMOVAL OF BOARD MEMBERS. Subject to the relevant provisions of the Declaration, at any regular or special meeting duly called, any one or more of the Board members may be removed with or without cause by a two-thirds (2/3) vote of the owners; a successor may then and there be elected to fill the vacancy thus created. Any Board Member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting prior to voting thereon.

7. ORGANIZATION MEETINGS. The first meeting of a newly elected Board following each annual meeting of the lot owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Board at the meeting at which such Board Members were elected, and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

8. REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board Members, but at least two such meetings shall be held during each calendar year. Notice of regular meetings of the Board shall be given to each Board Member, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

9. SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days' notice to each Board Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place and

purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two or more Board Members.

10. WAIVER OF NOTICE. 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.

11. BOARD OF DIRECTORS QUORUM. At all meetings of the Board, a majority of the Board Members shall constitute a quorum for the transaction of business, and the acts of a majority of the Board Members present at a meeting at which a quorum is present shall be the acts of the Board. If, at any meeting of the Board there be less than a quorum present, the majority of those present may adjourn the meeting to another time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

12. INFORMAL ACTION OF BOARD BY UNANIMOUS WRITTEN CONSENT. Any action that may be taken by the Board at an annual, regular or special meeting may be taken without a meeting if written consents to such action are signed by all members of the Association.

13. FIDELITY BONDS. The Board may require that all officers and employees of the Association and the Managing Agent who handle or are responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be a common expense.

ARTICLE FIVE **FISCAL MANAGEMENT**

The provisions for fiscal management of the subdivision for and on behalf of all of the lot owners as set forth in the Declaration are supplemented by the following provisions:

ACCOUNTS. 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.

- (a) 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;
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually;
- (c) 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.

ARTICLE SIX **OFFICERS**

1. **DESIGNATION**, The officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer, all of whom shall be elected by the Board, and such assistant officers as the Board shall, from time to time, elect. Such officers, except the President, need not be members of the Board, but each shall be an owner of a lot in this project, or the Declarant or its representative(s). The same person may hold the office of President and Treasurer, and the same person may hold the office of Vice-President and Secretary.

2. **ELECTION OF OFFICERS**. The officers of the Association shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office for one (1) year or until their successors are duly elected.

3. **REMOVAL OF OFFICERS**. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular or special meeting of the Board called for such purpose.

4. **PRESIDENT**. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint Committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any regular or special meetings.

5. **VICE-PRESIDENT**. The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the

absence of the President, or in the event of the President's inability for any reason to exercise such powers and functions or perform such duties.

6. SECRETARY. The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date a complete list of members and their registered addresses and or emails as shown on the records of the Association. The list shall also show opposite each member's name the number or other appropriate designation of the lot owned by such member. This list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, a list of all mortgagees of lots shall be maintained. The records referred to in this subsection may be maintained by the Managing Agent.

7. TREASURER. The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided, that the day to day responsibilities for booking and collecting and disbursing funds may be delegated to a paid employee of the Association or to a Managing Agent. The Treasurer shall review the accounts not less than quarter-annually. The Treasurer shall approve all payment vouchers.

ARTICLE SEVEN
INDEMNIFICATION OF OFFICERS, BOARD MEMBERS
AND MANAGING AGENT

1. INDEMNIFICATION. 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 Declaration.

2. OTHER. 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.

ARTICLE EIGHT **AMENDMENTS OF THE BY-LAWS**

1. AMENDMENT BY THE MEMBERS. These By-Laws may be amended by the affirmative vote of three-fourths of the members present or represented by proxy at any regular or special meeting, provided that a quorum as prescribed in section 4, Article II herein, is present at any such meeting. Amendments may be proposed by the Board or by a petition signed by at least fifty-one percent (51%) of the eligible voting members. A statement of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment shall be voted upon. These By-Laws may not be amended insofar as such amendment would be inconsistent with the recorded restrictions of the property, the Declaration, or Missouri Law. Any amendment must be recorded in order to be effective and must be prepared, executed, and recorded by the President and attested by the Secretary.

ARTICLE NINE **MORTGAGES**

1. NOTICE TO ASSOCIATION. An owner who mortgages his lot shall notify the Association through the Managing Agent, if any, or the Association Secretary, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled MORTGAGEES OF LOTS.

2. NOTICE OF UNPAID COMMON ASSESSMENTS. The Association, whenever so requested in writing by a mortgagee of a lot, shall promptly report any unpaid common assessment due from or any other default by, the owner of a mortgaged lot.

3. NOTICE OF DEFAULT. When giving notice to a lot owner of a default in payment common assessments or other default the Board shall send a copy of such notice to each holder of a mortgage covering such lot whose name and address has been furnished to the Board.

4. EXAMINATION OF BOOKS. Each lot owner and each mortgagee of a lot shall be permitted to examine the books of account of the Association at convenient business hours.

ARTICLE TEN **EVIDENCE OF OWNERSHIP AND** **REGISTRATION OF MAILING ADDRESS**

1. PROOF OF OWNERSHIP. Except for those owners who are identified on Exhibit A, attached hereto, 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.

2. REGISTRATION OF MAILING ADDRESS. The owners or owners of each lot shall have one registered mailing address to be used by the Association for mailing of 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 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. All owners have the option of asking that all communication be sent via electronic mail versus registered mail unless the information is of a legal nature; ie demands etc will also follow up with a registered address notification.

ARTICLE ELEVEN **OBLIGATIONS OF THE OWNERS**

1. ASSESSMENTS. All owners shall be obligated to pay the annual assessments imposed by the Association to meet the common expenses and to maintain the reserves as provided in the Declaration. Assessments of \$200.00 per lot shall be due in advance, due on July 15th of each year (beginning in the 2013-2014 fiscal year). If a payment is not received by August 30th, it shall be deemed delinquent. 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 Declaration.

2. ASCERTAINABILITY OF UNPAID COMMON EXPENSES. The lot owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Managing Agent, Resident Manager, 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 that become due prior to the date of the request shall be subordinate to the rights of the person requesting the statement.

3. NOTICE OF LIEN OR SUIT. 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.

4. MECHANIC'S LIEN. 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.

5. GENERAL.

(a) Each owner shall comply strictly with the provisions of the recorded Declaration 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 project was built.

6. USES OF LOTS. All lots shall be utilized only for the purposes provided in the Declaration;

7. USE OF COMMON ELEMENTS. Each owner may use the common property, located within the entire project, 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 established by the Board as is provided in Section 8 of this Article.

8. RULES AND REGULATIONS.

(a) The initial rules and regulations, which shall be effective until amended or supplemented by the Board, are as follows;

1. All of the property in "Big Creek Plaza" shall be used for personal or light commercial usage as a business park. Prior to commencing construction on any lot, the Owner agrees, to deposit the sum of Five Hundred and no/100 (\$500.00) Dollars with Developer to cover any damage that might be done to the subdivision roads by construction crews or vehicles. If no damage occurs or if damage occurs leaving a balance of the deposit, the remaining funds will be refunded to the Owner within thirty (30) days after construction is completed on the improvements on the lot. If damage occurs in excess of the deposit, the Owner agrees to pay any difference to the Developer within thirty (30) days after construction is substantially complete on the improvements on the lot. All construction must be completed within twelve (12) months from the date work is commenced.
2. Business buildings are to be erected and commercial business may be conducted on any parcel in the development of Big Creek Plaza, which is the subject of these restrictions.
3. The exterior walls of all buildings shall be of metal siding and all buildings shall be finished in the approved Association finish as to be consistent with the rest of the buildings in Big Creek Plaza. No building shall be constructed with an exterior covering of asphalt paper, tin, vinyl or any material not recognized as a substantial permanent type of construction material. Windows, doors and louvers shall be of wood or metal and glass. Roofing materials shall be of a composition now or hereafter recognized as a permanent type, i.e. architectural shingles or approved shingles. No building shall be permitted to stand with its exterior in an unfinished condition for more than six (6) months after commencement of construction. In the event of fire, windstorm or other damage no building shall be permitted to remain in a damaged condition for more than six (6) months.

4. No mobile home, house trailer, double-wide, modular homes or manufactured homes shall be installed, placed or constructed upon any parcel, either permanently or temporarily. In other words, only structures built on a parcel may be constructed on any parcel subject to these restrictions.
5. All foundations for all residences must be of poured concrete. Brick, block, wood or any other material shall not be used for any foundation within the development. All driveways shall be poured concrete from the subdivision road to the building entrance.
6. Architectural designs must be consistent with the general nature of the architecture within the development.
7. No pit bulls, wolves, farm animals, including hogs, cows, chickens, goats, horses or any other animals or livestock of any kind shall be raised, bred or kept on any parcel except that domestic breed dogs and cats shall be allowed provided that they are not kept, bred or maintained for any commercial purpose. Any such pet shall be maintained within the boundaries of the owner's parcel or otherwise kept on a leash. No dog runs or dog pens will be permitted. Owner shall clean up after their domestic dog or cat.
8. All owners of lots in Big Creek Plaza shall maintain their own landscaping, keeping their lot mowed and free of weeds.
9. All owners of lots in Big Creek Plaza shall be responsible for and maintain the fencing on their property line.
10. All owners of lots in Big Creek Plaza shall equally be responsible for the cost of maintenance and repair of the subdivision roads, electric security gate and all common areas.
11. Signs, advertisements, billboards or advertising structure of any kind must be approved by the Association prior to erection.
12. No noxious, offensive, loud or illegal activity, which shall include the discharging of firearms, shall be carried on upon any parcel nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Each

parcel owner shall assume responsibility for the removal of garbage and trash. No garbage or trash is to be left neither in the development nor on roadways leading to and from the development. All facilities for the storage or disposal of garbage and waste materials shall be kept in clean and sanitary condition.

13. All utility easements reflected on the plat of Big Creek Plaza are for the installation, maintenance, repair and upkeep of all utilities, including, but not limited to, water, sewer, electrical and telephone lines. In the event that a repair of any utility line is required on a utility easement, the Association agrees to restore the easement area and any property adjacent thereto to its original condition.

14. The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in any common or other area.

15. Any damage to the general common elements or common personal property caused by the owner or their guests, agents or tenants or the guests of a lot owner shall be repaired at the expense of that lot owner.

(b) The Board reserves the power to establish, make and enforce compliance with such additional rules and regulations as may be necessary for the operation, use and occupancy of this project with the right to amend same from time to time without amendment of these By-Laws. Copies of such rules and regulations shall be furnished to each lot and Owner prior to the date when the same shall become effective.

ARTICLE TWELVE

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY LOT OWNERS

1. **ABATEMENT AND ENJOINMENT.** 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 Declaration, shall give the Board or the Managing Agent the right, in addition to any other rights set forth herein, (1) to enter the lot in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting lot owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or in

damages therefor; (2) 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; or (3) to impose fines based on a schedule set by the Board for each violation and repeat violations, such fines shall be assessed against the property and shall be immediately due and payable by the Lot owner. Failure to pay the fine within fifteen day (15) days of being assessed will make the owner delinquent.

ARTICLE THIRTEEN **COMMITTEES**

1. **DESIGNATION**. The Board may, but shall not be required to, appoint an executive committee, and it may designate and create standing committees and appoint persons to all such committees.

2. **EXECUTIVE COMMITTEE**. The executive committee shall consist of two persons who are members of the Association and who shall be appointed by the Board. One member shall be the President. The executive committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Board Members at each meeting of the Board. The executive committee may hold regular meetings, monthly or as it may in its discretion determine. Special meetings may be called at any time by the chairman of the committee or by any of its members, either by telephone, telegraph, mail, or personally, and a special meeting may be held by telephone.

3. **NOMINATING COMMITTEE**. Before each annual meeting, the Board may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names or candidates other than those submitted by the nominating committee prior to or at the annual meeting of the Board.

4. **VACANCIES**. A vacancy in any committee shall be filled by appointment by the President until the next meeting of the board.

ARTICLE FOURTEEN **ASSOCIATION - NOT FOR PROFIT**

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 compensation 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

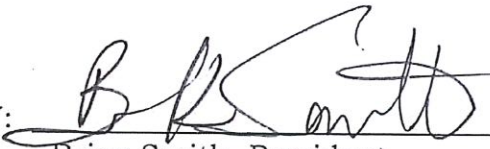
(2) that any member, Board Member, or officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to a Managing Agent who shall perform its duties and functions according to a written agreement for the compensation stated therein.

ARTICLE FIFTEEN **MORTGAGEES AS PROXIES**

Lot owners shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed, 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 Declaration. 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 Declaration. 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.

These By-Laws are adopted by the BIG CREEK PLAZA PROPERTY OWNER'S ASSOCIATION, INC., as its official By-Laws this 19 day of July 2013.

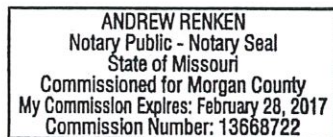
BIG CREEK PLAZA PROPERTY OWNER'S ASSOCIATION, INC.
A Missouri Not-for-Profit Corporation

BY: 
Brian Smith, President

STATE OF MISSOURI)
) ss
COUNTY OF MORGAN)

On this 19 day of July, 2013, before me personally appeared Brian Smith, to me personally known, who being sworn, did say that he is the President of Big Creek Plaza Property Owner's Association, Inc., a Missouri not-for-profit Corporation, and that said instrument was signed by and sealed in behalf of said corporation by authority of its Board of Directors, and said Brian Smith acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County and State aforesaid, the day and year first above written.



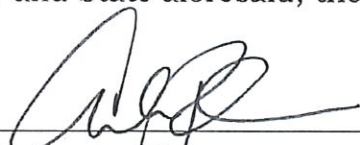

Notary Public

EXHIBIT A – OFFICERS

PRESIDENT
VICE PRESIDENT
SECRETARY
TREASURER

BRIAN SMITH
EDWARD EISKINA
KATHLEEN LUTKE
PAMELA BREEDEN