

Exhibit B

BYLAWS

OF

THE VILLAS AT HICKORY HILLS CONDOMINIUM ASSOCIATION

Article I

Name and Location

The name of the Association is The Villas at Hickory Hills Condominium Association, (the "Association"), which nonprofit corporation is created pursuant to the provisions of Chapter 355, RSMo., and which Association is also created pursuant to the provisions of Missouri's Uniform Condominium Act, §448.1-101, RSMo., *et seq.*, as the unit owners' association for The Villas at Hickory Hills, a Condominium. The principal office of the Association shall be as set forth in its Articles of Incorporation (the "Articles"), and the place of meetings of Unit Owners (members) and of the Board of Directors (the "Board) of the Association shall be at such place as the Board may from time to time designate.

Article II

Definitions

All of the terms used herein shall have the same meanings as set forth in the Declaration of The Villas at Hickory Hills, a Condominium, (the "Declaration"), recorded in the office of the Recorder of Deeds for Greene County, Missouri, in Book 2008, at Page 45773-08.

Article III

Unit Owners (Members)

1. Composition. Each Unit Owner, as defined in the Declaration, is a member of the Association.
2. Annual Meetings. Regular annual meetings of the Unit Owners shall be held in the second calendar quarter of each year hereafter, on a date and at an hour established, from time to time, by the Board; provided, that, in any event, there shall be no more than fourteen (14) months between annual meetings of the members.
3. Special Meetings. Special meetings of the Unit Owners may be called at any time by the president or by the Board, or upon written request of Unit Owners entitled to exercise twenty percent (20%) or more of the voting power of Unit Owners, and when required by the Condominium Act.
4. Notice of Meetings. Written notice of each meeting of Unit Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least five days before such meeting, to each Unit Owner entitled to vote at such meeting, addressed to the Unit Owner's address last appearing on the books of the Association, or supplied by such Unit Owner to the Association for the purpose of notice, or by delivering a copy of that notice at such address at least five (5) days before the meeting. The notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the specific purposes of the meeting, and, in the case of special meetings called by the petition and written request of Unit Owners, the specific motion or motions (other than procedural) to be voted upon. Attendance by a Unit Owner, either in person or by proxy, at a meeting of Unit Owners without protesting prior to or at the commencement of the meeting of the lack of proper notice of the meeting shall be deemed to be a waiver by the Unit Owner of notice of such meeting.
5. Conduct of Meetings. All meetings of the Unit Owners shall be conducted by the Board, and presided

over by the president of the Association, or as otherwise directed by the Board.

6. Participation at Meetings. Meetings of the Unit Owners shall be open to all Unit Owners unless specified by direction of the Board otherwise in the notice of meeting. The Board, in its sole and absolute discretion, may exclude from attendance at a meeting of the Unit Owners, Unit Owners and their agents and representatives (other than Declarant and its successors and assigns so long as Declarant owns a Unit or Units in the Condominium) in these instances only:
 - 6.1. A determination by the Board that the Unit Owner has a threatened or pending adverse interest to the interests of the Association, or the Board, or any member of the Board, or any officer, employee, committee member, or agent of the Association, in such Person's capacity as such, if a subject of the meeting will be a discussion of a vote with regard to such adverse interest; or
 - 6.2. For any other reason deemed by the Board, from the standpoint of the Association's best interests, to be of sufficient merit that attendance and participation at a meeting by such Unit Owner would not be in the Association's best interests;
 - 6.3. Provided, however, that nothing contained in this Section 6 shall preclude or exclude a Unit Owner from voting by proxy, on any matter properly voted upon at that meeting by Unit Owners, and the Board shall specifically note the basis for excluding any Unit Owners and their agents or representatives under this Section 6 in the written minutes of the meeting.
7. Quorum; Adjournment. The Unit Owners present, in person or by proxy, at any duly called and noticed meeting of Unit Owners, shall constitute a quorum for such meeting. Unit Owners entitled to exercise a majority of the voting power of Unit Owners represented at a meeting in person or by proxy, may, at any time, adjourn such meeting. If any meeting is so adjourned, notice of such adjournment need not be given if the time and place to which such meeting is adjourned are fixed and announced at such meeting.
8. Voting Rights. One vote on matters upon which Unit Owners are entitled to vote shall be allocated to each Unit, exercisable as the Owners of the undivided fee simple interests in that Unit may from time to time determine. If the Owners of the fee simple interests in a Unit are unable, with respect to a particular matter, to agree among themselves as to the vote to be cast with respect to that Unit, no vote shall be cast with respect to that Unit on that particular matter; provided, that unless timely challenged by an Owner of a fee simple interest in a Unit, any Owner of a fee simple interest in that Unit may cast the entire vote with respect to that Unit. The Board, from time to time, may suspend the right of the Owner or Owners of a Unit to cast a vote with respect to that Unit if Assessments with respect to that Unit are overdue, or there is at that time, with respect to the Owners or Occupants of that Unit, a failure to observe any of the terms hereof, or rules and regulations duly adopted by the Board and then in effect.
9. Voting Power. Except as otherwise provided in the Condominium Organizational Documents, or by law, a majority of the voting power of Unit Owners represented at a duly called and noticed meeting in person or by proxy shall be sufficient to determine that matter. The rules of Roberts Rules of Order shall apply to the conduct of all meetings of Unit Owners, but the foregoing shall not prohibit conducting a meeting by less formal rules in the absence of an objection by a Unit Owner at the meeting.
10. Proxies. At any meeting of Unit Owners, a Unit Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary prior to the meeting. A fax appearing to have been transmitted by a Unit Owner, or a photographic, photostatic, or equivalent reproduction of a writing, appointing a proxy, is a sufficient writing. Every proxy shall be revocable and shall automatically cease upon conveyance by a Unit Owner of that Owner's fee simple interest in that Unit, and, in any event, shall not be valid after the expiration of eleven months after it is made unless it specifies the date on which it is to expire or the length of time it is to continue in force.

11. Action in Writing without Meeting. Any action that could be taken by Unit Owners at a meeting may be taken without a meeting with the affirmative vote or approval, in a writing or writings, of Unit Owners or their proxies having not less than seventy five percent (75%) of the voting power of Unit Owners, or such greater proportion of the voting power as may be required by the Condominium Organizational Documents, or by law.
12. Action by Written Ballot. At the Board's discretion, any action which may be taken at any annual, regular, or special meeting of Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter, and otherwise complies with §355.266, RSMo.
13. List of Unit Owners. A list of all Unit Owners and their addresses shall be maintained by the Association and a copy of the list shall be made available to any Unit Owner upon written request; provided, however, that this list shall be used solely for communications related to the business and affairs of the Association and shall not be used for any other purpose.

Article IV
Board of Directors

1. Initial Directors. Declarant shall designate three persons to constitute the initial Directors. The initial Directors and their business addresses are set forth in the Articles, or such other person or persons as may from time to time be substituted by Declarant.
2. Successor Directors.
 - 2.1. No later than sixty (60) days after Declarant has sold and conveyed Units to which twenty-five percent (25%) of the undivided interests in the Common Elements appertain, the Unit Owners shall meet, and the Unit Owners other than Declarant shall elect one Director at such meeting to replace whichever Director Declarant designates.
 - 2.2. Within the earlier of (a) sixty days after Declarant has sold and conveyed Units to which seventy-five percent (75%) of the undivided interests in the Common Elements appertain; or (b) two years after Declarant has ceased to offer Units for sale in the ordinary course of business, the Association shall meet and all Unit Owners, including Declarant, shall elect six Directors, whose terms shall commence at the end of the meeting during which they are elected, to replace all of those Directors earlier elected or designated by the Unit Owners or Declarant, respectively. The terms of the six Directors shall be staggered so that the terms of one-third (two) of the Directors will expire and successors will be elected at each annual meeting of the Association. Thereafter, at such annual meetings, successors to the two Directors whose terms then expire shall be elected to serve three-year terms. Notwithstanding the foregoing, Declarant shall have the right at any time to waive its right to select one or more Directors or to vote in an election of Directors. In addition, notwithstanding any requirement as to the maximum time period during which Directors appointed by Declarant may serve, Declarant reserves the right, at any time prior thereto to have the Unit Owners elect Directors and for Declarant to turn over the functions of operation of the Association to those elected Directors.
3. Removal. Excepting only Directors named in the Articles or selected by Declarant, any Director may be removed from the Board with or without cause, by the holders of not less than two-thirds (2/3) of the voting power of Unit Owners. In the event of the death, resignation or removal of a Director other than one named in the Articles or a substitute selected by Declarant, that Director's successor shall be selected by the remaining members of the Board and shall serve until the next annual meeting of Unit Owners, when a Director shall be elected to complete the term of such deceased, resigned or removed Director. In the event of removal of all Directors, the Unit Owners shall, at the meeting at which all Directors are removed, elect Directors to complete the terms of the removed Directors. Declarant shall have the sole right to remove, with or without cause, any Director designated in the Articles, or a substitute selected by Declarant, and select the successor of any Director so selected who dies, resigns,

is removed or leaves office for any reason before the election of Directors by all of the Unit Owners as provided in Section 2.2.

4. **Qualification.** To qualify for nomination, election or appointment as a Director (other than by Declarant), the prospect must be an individual who is a Unit Owner or Co-Owner of a Unit, the spouse of a Unit Owner or Co-Owner of a Unit, or a designated principal, member of a limited liability company, partner, director, officer, or employee of an entity or other organization that is a Unit Owner, and such prospect must not then be delinquent in the payment of any obligation to the Association, or then be an adverse party to the Association, or its Board or any member thereof (in that member's capacity as a Board member) in any litigation involving one or more of those parties.
5. **Nomination.** Nominations for the election of Directors to be elected by the Unit Owners shall be made by a nominating committee appointed by the Board, or, if the Board fails to appoint a nominating committee, by the Board itself. Nominations may also be made from the floor at the meetings. The nominating committee, or Board, shall make as many nominations for election to the Board as it shall, in its discretion, determine, but no fewer than the number of vacancies that are to be filled.
6. **Election.** Unless there are no more nominees than vacancies, election to the Board by the Unit Owners shall be by secret written ballot. At such elections, the Unit Owners or their proxies may cast, in respect to each vacancy, such number of votes as they are entitled to under the provisions of the Declaration and Bylaws. The Persons receiving the largest number of votes shall be elected, and, likewise, those receiving the largest number of votes shall be elected to the longest terms. In cases of ties, a runoff election between only those persons who received the same number of votes, and only for purposes of resolving the tie vote, shall be conducted in the same manner as the original election. The person or persons receiving the largest number of votes shall be elected Director or shall serve the length of the term the subject of the runoff election. In no case shall cumulative voting be permitted.
7. **Compensation.** Unless otherwise determined by the Unit Owners at a meeting duly called and noticed for such purpose, no Director shall receive compensation for any service rendered to the Association as a Director. However, any Director may be reimbursed actual expenses incurred in the performance of duties as a Director.
8. **Regular Board Meetings.** Regular meetings of the Board shall be held on such dates and at such places and times as may be fixed from time to time by resolution of the Board, but not less than quarterly.
9. **Special Board Meetings.** Special meetings of the Board shall be held when called by the president of the Board, or by a majority of the Directors, after not less than three days notice to each Director.
10. **Quorum.** The presence at any duly called and noticed meeting of Directors entitled to cast a majority of the voting power of Directors, in person and/or through participation by means of communications equipment if all persons participating can hear each other, participate, and respond to every other participating member of the Board, shall constitute a quorum for such meeting.
11. **Voting Power.** Each Director shall be entitled to a single vote, and, except as otherwise provided in the Condominium Organizational Documents, or by law, vote of a majority of the Directors voting on any matter that may be determined by the Board at a duly called and noticed meeting at which a quorum is present, in person or by participation as provided in Section 10, above, shall be sufficient to determine that matter. No Director may give a proxy for carrying out his or her duties as a Director.
12. **Action in Writing without Meeting.** Any action that could be taken by the Board at a meeting may be taken without a meeting with the written consent, in a writing or writings, of all of the Directors.
13. **Powers and Authority.** The Board shall exercise all powers and have all authority, under law, and under the provisions of the Condominium Organizational Documents, that are not specifically and exclusively reserved to the Unit Owners by law or by other provisions thereof, and without limiting the generality of the foregoing, the Board shall have the right, power and authority to:

- 13.1. take all actions deemed necessary or desirable to comply with or to cause compliance with all requirements of law, and the Condominium Organizational Documents;
- 13.2. obtain insurance coverage and bonds the Directors consider appropriate or necessary; provided that insurance coverage and bonds required pursuant to the provisions of the Declaration and in amounts no less than that required pursuant to the Declaration shall be obtained and maintained;
- 13.3. enforce the covenants, conditions and restrictions set forth in the Declaration;
- 13.4. repair, maintain and improve the Common Elements;
- 13.5. establish, enforce, levy and collect Assessments, late fees, delinquent interest and such other charges as are provided for in the Declaration and adopt, publish, and enforce rules and regulations concerning the same;
- 13.6. adopt and publish rules and regulations governing the use of the Common Elements and the personal conduct of Unit Owners, Occupants and their guests thereon, provided that no such rules or regulations shall be intended to, or interpreted as, or create distinctions or different criteria or standards between Unit Owners who are Occupants and their interests, and Occupants who are not Unit Owners, and their interests;
- 13.7. suspend the voting rights of a Unit Owner during any period in which such Unit Owner shall be in default in the payment of any charge levied by the Association (such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for each infraction of published rules and regulations or of any provisions of the Condominium Organizational Documents);
- 13.8. declare the office of a member of the Board to be vacant in the event such Director shall be absent from three consecutive regular meetings of the Board;
- 13.9. subject to such approvals, if any, as may be required pursuant to the provisions of Condominium Organizational Documents, authorize the officers to enter into one or more agreements necessary or desirable to fulfill the purposes and objectives of the Association, including, without limitation, management agreements, purchase agreements and loan documents, all on such terms and conditions as the Board in its sole and absolute discretion may determine;
- 13.10. cause excess funds of the Association to be invested in such reasonable investments that meet standards for fiduciary investments under Missouri law as the Board may from time to time determine;
- 13.11. borrow funds, as needed, and pledge and assign such security and rights of the Association, including rights to Association Assessments or other future income, as might be necessary or desirable in the judgment of the Board, to obtain any such loan, subject to any requirements under Missouri's Uniform Condominium Act relating to the same;
- 13.12. purchase, cause the Association to hold title to, and sell real property not declared to be part of the Condominium Property, provided that (a) if any such transaction takes place prior to the time Unit Owners other than the Declarant assume control of the Association, approval of the transaction must be obtained from Declarant and Unit Owners other than Declarant exercising not less than seventy-five percent (75%) of the voting power of the members of the Association, as well as the Board, and (b) if after Unit Owners other than Declarant assume control of the Association, the approval of Unit Owners exercising not less than seventy-five percent (75%) of the voting power of members of the Association, as well as the Board; and
- 13.13. do all things and take all actions permitted to be taken by the Association by law, or the

Condominium Organizational Documents not specifically reserved thereby to others.

14. Duties. It shall be the duty of the Board to:
 - 14.1. cause to be kept a complete record of all its acts and corporate affairs, including correct and complete books and records of account that specify receipts and expenditures relating to Common Elements and other common receipts and expenses, records showing the allocation, distribution, and collection of common profits, losses, and expenses among and from Unit Owners, minutes of meetings of the members and meetings of the Board, and records of the names and addresses of Unit Owners and their respective undivided interests in the Common Elements;
 - 14.2. present the latest available financial statement of the Association to the Unit Owners at each annual meeting of Unit Owners, or at any special meeting when requested in writing by Unit Owners representing a majority of the voting power of Unit Owners;
 - 14.3. cause to be enforced the legal requirement that each Person who obtains a fee simple interest in a Unit provide to the Association, in writing, within thirty (30) days after acquiring such interest:
 - 14.3.1. the home address, home and business mailing addresses, and the home and business telephone numbers of the Unit Owner and all Occupants of the Unit;
 - 14.3.2. the name, business address, and business telephone number of any Person who manages the Owner's Unit as an agent of that Owner;
 - 14.3.3. and the requirement that each Unit Owner notify the Association in writing of any change in the foregoing information within thirty (30) days of the change.
 - 14.4. supervise all officers, agents and employees of the Association and see that their duties are properly performed;
 - 14.5. cause an annual budget to be prepared, and amendments thereto as needed;
 - 14.6. as more fully provided in the Declaration, establish, levy, enforce and collect Assessments;
 - 14.7. issue, or to cause an appropriate representative to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid;
 - 14.8. procure and maintain insurance and bonds as provided in the Declaration, and as the Board deems advisable;
 - 14.9. cause the property subject to the Association's jurisdiction to be maintained within the scope of authority provided in the Declaration; and
 - 14.10. take all other actions required to comply with all requirements of the Condominium Organizational Documents and Missouri's Uniform Condominium Act.
15. Special Individual Unit Assessment Procedure. Except in the case of Special Individual Unit Assessments for utility charges, interest, late charges, returned check charges, court costs, or attorneys' fees, prior to levying a Special Individual Unit Assessment, as provided in the Declaration, the Board shall give the Unit Owner or Owners written notice of the proposed Assessment that includes:
 - 15.1. a statement of the facts giving rise to the proposed Special Individual Unit Assessment, including, if applicable, a description of the property, damaged, or the violation, of the restriction, rule or regulation allegedly violated;
 - 15.2. the amount of the proposed Special Individual Unit Assessment;

- 15.3. a statement that the Unit Owner has a right to a hearing before the Board to contest the proposed Special Individual Unit Assessment by delivering to the Board a written notice requesting a hearing within ten days after the Unit Owner receives written notice of the proposed Special Individual Unit Assessment; and
- 15.4. in the case of a charge for violation of a restriction, rule or regulation, a reasonable date by which the Unit Owner must cure the alleged violation to avoid the proposed Special Individual Unit Assessment, if applicable.
- 15.5. The notice by the Board given pursuant to the foregoing may be delivered personally to the Unit Owner to whom a Special Individual Unit Assessment is proposed to be charged, an Occupant of that Owners Unit, by certified mail, return receipt requested, or by regular mail. In the event after such hearing the Board determines to levy the Special Individual Unit Assessment proposed, the Board shall deliver to the Unit Owner written notice thereof within thirty (30) days of the date of that hearing.
16. Delegation of Authority; Management Contracts. The Board may delegate all or any portion of its authority to discharge its responsibilities to a managing agent. This delegation of authority and responsibility to a managing agent may be evidenced by one or more management contracts which may provide for the payment of reasonable compensation to such managing agent as a common expense; provided, however, that any agreement for professional management shall be terminable by the Association for cause on thirty (30) days' written notice; shall be terminable by either party without cause and without penalty, on written notice of ninety (90) days or less; and shall be bona fide and commercially reasonable at the time entered into under the circumstances then prevailing; provided, however, that in the case of any professional management contract entered into before control of the Association is vested in Unit Owners other than Declarant, the contract must give the Association the right to terminate it without cause and without penalty at any time after control of the Association has been transferred to or assumed by Unit Owners other than Declarant upon not less than sixty (60) days written notice. Subject to the foregoing, nothing contained herein shall preclude Declarant, or any other entity designated by Declarant, from being employed as managing agent. The managing agent, or the Board, if there is no managing agent, shall have the authority to enter into contracts with Declarant or an affiliate of Declarant, as defined by an institutional lender or an agency or organization which purchases, insures, or guarantees first deeds of trust, for goods, services, or for any other thing, including, without limiting the generality of the foregoing, contracts for the providing of maintenance and repair services, provided the same are bona fide and commercially reasonable to the Unit Owners at the time entered into under the circumstances then prevailing. In any case, no contract or agreement by the Association executed prior to the assumption of control of the Association by Unit Owners other than Declarant, except for necessary utility services, shall extend more than one year subsequent to the assumption of control of the Association by Unit Owners, unless renewed by vote of Unit Owners pursuant to the provisions of these Bylaws.

Article V Officers

1. Enumeration of Officers. The officers of this Association shall be a president, a secretary, a treasurer and such other officers as the Board may from time to time determine. No officer need be a Unit Owner or Director of the Association. The same person may hold more than one office.
2. Election and Term. Except as otherwise specifically provided in the Declaration or by law, the officers of the Association shall be elected by the Board, from time to time, to serve until the Board elects their successors.
3. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

4. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and the acceptance of such resignation shall not be necessary to make it effective.
5. Duties. The duties of the officers shall be as the Board may from time to time determine. Unless the Board otherwise determines, the duties of the officers shall be as follows:
 - 5.1. President. The president shall preside at all meetings of the Board and of Unit Owners, shall have the authority to see that orders and resolutions of the Board are carried out, and shall sign all legal instruments on behalf of the Association.
 - 5.2. Secretary. The secretary shall record the votes and keep the minutes and proceedings of meetings of the Board and of the Unit Owners, serve notice of meetings of the Board and of the Unit Owners, keep appropriate current records showing the names of Unit Owners of the Association together with their addresses, shall attest to the president's signature on all legal instruments on behalf of the Association, and shall act in the place and stead of the president in the event of the president's absence or refusal to act.
 - 5.3. Treasurer. The treasurer shall assume responsibility for the receipt and deposit in such bank accounts, and investment of funds in such vehicles, as the Board directs, the disbursement of such funds as directed by the Board, the keeping of proper books of account, the preparation of a proposed annual budget and a statement of income and expenditures to be presented to the Unit Owners at annual meetings, and the delivery or mailing of a copy of each to each of the Unit Owners.

Article VI Committees

The Board shall appoint a nominating committee and may appoint such other committees as it deems appropriate in carrying out its purposes.

Article VII Books and Records

The books, records and financial statements of the Association, including current copies of the Declaration, Bylaws, Articles, rules and regulations, and the list of Unit Owners and their addresses, shall be available during normal business hours or under other reasonable circumstances, upon request to the Association, for inspection by Unit Owners and the holders, insurers and guarantors of first deeds of trust on Units, pursuant to reasonable standards established from time to time by the Board by rule, including, but not limited to standards governing the type of documents that are subject to examination and copying, the times and locations at which those documents may be examined or copied, and the specification of a reasonable fee for copying the documents; provided, further, the Board shall not be required to permit the examination and copying of materials and information permitted to be excluded from examination and copying under Missouri's Uniform Condominium Act or the disclosure of which is prohibited by the laws of the State of Missouri or of the United States of America. During normal business hours or under other reasonable circumstances, the Association shall make available to prospective purchasers current copies of the Declaration, Bylaws, Articles, effective rules and regulations, and the most recent annual financial statement, if such is prepared.

Article VIII Audits

The Board shall cause the preparation and furnishing of an audited financial statement of the Association for the immediately preceding fiscal year, in the following circumstances:

- (a) to each requesting Unit Owner within a reasonable time after request, at the expense of the Association, upon the affirmative vote of the majority of Unit Owners; or
- (b) to each holder, insurer, or guarantor of a first deed of trust upon a Unit which requests the same, in writing, within a reasonable time thereafter; provided, however, that the audit, if an audited statement is not already available, shall be prepared at the expense of such requesting party.

**Article IX
Fiscal Year**

Unless otherwise changed by the Board, each fiscal year of the Association shall begin on the first day of January and terminate at the end of the 31st day of December of that year, except that the first fiscal year shall begin on the date of Incorporation of this Association and terminate at the end of the next following 31st day of December.

**Article X
Amendments**

Unless otherwise specified herein, any modification or amendment of these Bylaws shall be made only in the same manner and subject to the same approvals, terms and conditions set forth in the Declaration for amendments to the Declaration.

IN WITNESS WHEREOF, the undersigned, the sole member of the Association, has caused these Bylaws to be duly adopted on or as of the ____ day of _____, 200_.