

**BY-LAWS OF TURKEY MOUNTAIN ESTATE NUMBER 2
PROPERTY OWNERS ASSOCIATION, INC.**

SHELL KNOB, STONE COUNTY, MISSOURI

June 18, 2016

ARTICLE 1

Name and Purpose

Section 1.1 Name. The association of the property owners in Turkey Mountain Estates Number 2 shall be known as "TURKEY MOUNTAIN ESTATES #2 PROPERTY OWNERS ASSOCIATION, INC." (The Corporation and/or Association)

Section 1.2 Purpose. The purpose of these by-laws is to describe how the Board of Directors of the Association functions and interacts with the Association membership.

ARTICLE II

Definitions

Section 2.1 Definitions. Unless otherwise defined, or the context requires otherwise, the following terms are defined as set for below.

Section 2.2 "Articles of Incorporation" shall mean the Articles of Incorporation of Turkey Mountain No. 2 Property Owners Association, Inc. which is filed with the Missouri Secretary of State.

Section 2.3 "Association or POA" shall mean the Property Owners Association, a non profit corporation.

Section 2.4 “TME2” shall mean Turkey Mountain Estates No. 2

Section 2.5 “Association Property” shall mean property which the Association owns or controls, more particularly described as follows: the Association may own real property, equipment and personal property as is required to be used in connection with the purpose of keeping said subdivision desirable, uniform and suitable in architectural design and use. The association may also own and or lease property, whether real or personal from time to time.

Section 2.6 “Donations or gifts” of real property to the Association. The Association shall have control of said property to use or sell as the Association deems.

Section 2.7 “The Board” or “Board of Directors” shall mean the Board of Directors of the Association.

Section 2.8 “By-laws” shall mean the By-laws of the Property Owners Association.

Section 2.9 “Protective and Restrictive Covenants” or “Covenants” shall mean all limitations, restrictions, covenants, terms and conditions as set forth and recorded in the office of Circuit Clerk and Recorder in Stone County, State of Missouri.

Section 2.10 “Community” shall mean all of the real property subject to the provisions of our Covenants and its by-laws. The community had been divided, by the original developers, into seven (7) subdivisions. All sub-divisions per Stone County Planning and Zoning do not allow trailers or camping.

Section 2.11 “Governing Documents” shall mean the Covenants, maps or plats of the properties, the Articles of Incorporation and the by-laws and regulations of the association.

Section 2.12 “Lot or Real Property” shall mean any lot, parcel or area of land made of several contiguous lots. Designated on a duly recorded map or plat covered by the TME2 covenants and by-laws. In the initial governing documents for TME2, lots were referred to as single family residential sites, but hereafter will be referred to only as lots.

Section 2.13 “Property Owner” or “Owner” shall mean the person or entity holding the legal or equitable title to a lot.

Section 2.14 “Person or Entity” shall mean and include any individual, corporation, partnership, association, or other legal entity recognized by the laws of the State of Missouri.

Section 2.15 “Member” as used herein shall mean any person having legal or equitable title to any lot.

Section 2.16 “Member in Good Standing” is any property owner whose dues regarding property in TME2 are paid and current. Being a Member in Good Standing is a qualification for eligibility to vote in an Association election or referendum.

Section 2.17 “Proxy” vote shall mean a person authorized or written instructions to act on behalf for another.

Section 2.18 “Fiscal Year” shall mean to begin on the 1st day of January and terminate on the 31st day of December.

Section 2.20 “Household Pet” shall mean dog, cat, fish, bird or other domesticated pet.

Section 2.21 “Notice” Any notice required to be hand delivered, or sent to any person pursuant to any provisions of the Covenants or by-laws will be effective if such notice has been deposited in the U.S. mail, postage prepaid and addressed to the person for whom it is intended at the last known place of residence, or such other address as may be furnished. The effective date of the notice shall be the date of the letter if hand delivered or the post mark if mailed.

ARTICLE III

MEMBERSHIP AND VOTING

SECTION 3.1 “QUALIFICATIONS” Only persons having legal or equitable title to real property in TME2 shall be eligible to become a member. If such persons become a member they will be subject to the requirements and limitations imposed in this declaration and the assessments of the Association.

Section 3.2 “Joint Ownership” If two or more persons are the joint owners of real property in TME2 or only one shall be entitled to vote in keeping with 1 vote per lot.

Section 3.3 “Voting Members” Only members in good standing, may vote either in person or by proxy and shall have no more than one vote per lot.

Section 3.4 “Proxies” Every member entitled to attend or vote may do so in person or by representative, known as proxy, or duly authorized by an instrument in writing. A proxy may be revoked at any time by actual notice to the Board or by attendance in person by the member. A proxy is void if not dated. In any event, no proxy shall be valid after the expiration date of one year from the date of the proxy.

3.5 “Membership Termination” Whenever a member ceases to be a property owner in TME2, his or her membership also ceases.

3.6 “Membership Rights” A member shall have no vested rights, interest or privileges regarding the assets, functions or operation of the corporation other than voting rights. A member shall have no membership rights after his or her membership ceases, or while not in good standing.

3.7 “SUSPENSION” The voting and other membership rights of any member will be suspended by action of the Board during any period when the member has failed to be in good standing. Upon payment of yearly fees, his or her privileges shall be restored.

ARTICLE IV

Meeting of Members

Section 4.1 “Annual Meetings” There shall be an annual General Membership meeting at such place as may be designated, on the 3rd Saturday of June of each year. Notice of the annual meeting will be mailed out with annual invoice assessment notification.

Section 4.2 “Special Meetings” Special meetings of the members shall be held whenever called by the Board or by at least forty (40) members in good standing. Notice of such special meeting stating the time, place and in general terms, the purpose of the special meeting shall be sent by mail to the last known address of all members at least ten (10) days prior to the meeting.

Section 4.3 “Quorum” At any meeting of the general membership, a quorum shall consist of fifteen (15) members in good standing. A majority in amount of such quorum shall decide any question that may come before them at the meeting.

Section 4.4 “Annual Report” The board, after the close of the fiscal year, shall submit to the members at the Annual General Membership meeting, a report as to the condition of the Corporation and its property and submit an account of the financial transactions.

ARTICLE V

OFFICERS

SECTION 5.1 “Executive Officers” The Executive officers of the Corporation shall be a President, Vice President, Secretary and Treasurer. The President and all other officers

shall be elected by the Board and will take office immediately after election. They shall be both members of the Board of Directors and members of the Corporation.

SECTION 5.2 “President” The President is subject to the direction of the Board of Directors and shall be the chief executive officer of the Corporation and shall perform such other duties as time to time may be assigned to him or her by the Board. The President shall be ex officio a member of all committees except the nominating committee.

Section 5.3 “Vice President” The Vice President shall have such power and perform such duties as may be assigned to him or her by the Board or the President. In absence or President.

Section 5.4 “Secretary” The secretary shall keep the minutes of all proceedings of the Board and all committees and the minutes of the members meetings. These minutes are to be kept on file for all time. The secretary will perform any other duties as assigned by the Board.

Section 5.5 “Treasurer” The Treasurer shall have custody of all receipts, disbursements, and funds of the Corporation and shall perform all duties as directed the Board. If required by the Board of Directors, shall give a bond of the faithful discharge of his/her duties in such sum as the Board requires, the cost thereof to be paid by the Corporation.

SECTION 5.6 “Subordinate Officer” The board of directors may by written resolution, delegate authority to a manager or agent for the Association, provided no such delegation shall relieve the Board of their responsibility. The Board deems the position as a salary or a non-salaried position and holds this position at the pleasure of the Board.

ARTICLE VI

BOARD OF DIRECTORS

SECTION 6.1 “Number of Board Members” The business and affairs of this Corporation shall be managed by a Board of Directors which shall consist of six (6) members in good standing, elected at the Annual General Membership Meeting .

SECTION 6.2”Terms of the Board Members” The Board of Directors shall serve as follows: Three (3) members elected for a two (2) year term and three (3) members elected for a four (4) year term, with three(3) members to be elected every two (2) years thereafter, keeping three (3) experienced Board Members.

Section 6.3 “Vacancies in the Board” Whenever a vacancy shall occur, the remaining Board members shall have the power, by majority vote, to select a member in good standing to serve the balance of the term of the vacancy.

SECTION 6.4 “EXECUTIVE COMMITTEE” The Board may elect from their number an Executive Committee consisting of not less than three (3) members of the Board which shall have all the powers of the Board between meetings, regular or special. The President shall be a member of said committee.

SECTION 6.5 “POWERS” The Board of Directors shall have the power:

a.) to appoint and remove all officers or agents, fix compensation and require bonds as it may deem expedient.

b.) to establish, levy , assess and collect the Annual road fees and Membership fee.

c.) to exercise for the Association, all powers, duties and authority vested in or delegated to the Association.

d.) in the event any member of the board of this Association shall be absent from three (3) consecutive regular meetings of the Board, the Board may, by action taken at the meeting in which the third absence occurs, declare the office of the absent Director to be vacant.

SECTION 6.6 “DUTIES” It shall be the duty of the Board:

a.) to cause to be kept a full, true and accurate record of its acts and Corporate affairs and to present a statement thereof to the members at the Annual General Membership Meeting or any special meeting time when requested by $\frac{1}{4}$ of the full membership.

b.) to supervise all officers, agents or employees and to see that their duties are properly performed.

c.) in accordance with this document, to fix the amount of the Annual Road fees and Membership charges and send invoices by the end January of the billing year.

d.) to issue or to cause the treasurer to issue, upon request a document stating whether any annual charges are current or outstanding.

ARTICLE VII

MEETINGS

SECTION 7.1 "REGULAR MEETINGS" The Board of Directors shall meet for the transaction of business at such place as may be designated from time to time. The Board shall meet at least once each quarter (1/4) of each year.

SECTION 7.2 "SPECIAL MEETINGS" Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of the meeting shall be given to each member of the Board before the appointed time of the meeting.

SECTION 7.3 "QUORUM" The Directors shall act only as a Board, and the individual directors shall have no power as such. A majority of the Directors at the time being in office, shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the meeting without notice until a quorum can be at hand.

SECTION 7.4 "ORDER OF BUSINESS" The Board of Directors may determine the order of business at its meetings.

SECTION 7.5 "CHAIRPERSON" At all meetings of the Board of Directors, the President, or in his/her absence, the Vice President, or in the absence of both, a Chairperson chosen by those Directors present, shall preside.

ARTICLE VIII

ASSESSMENTS AND DUES

SECTION 8.1 "ANNUAL DUES" Every person who shall become the legal or equitable owner of any lot in Turkey Mountain Estates No. 2 by any means, is, by the act of acquiring such title, or by the act of contracting to acquire such title, will voluntarily agree to pay the Association all membership assessments and charges that the Association shall make in accordance with this declaration.

SECTION 8.2 "LOT ASSESSMENT" The power to assess every member of the Association annually, a uniform charge per lot, the uniform charge based on the front linear footage of the lot. This assessment is also a volunteer payment from the lot owner.

SECTION 8.3 "SUSPEND" The Board of Directors shall have the right to suspend or lower such levied assessments.

SECTION 8.4 "USE OF ASSESSMENT" All monies collected and accumulated, shall be used at the discretion of the Board for the maintenance and management of TME2.

SECTION 8.5 "EXEMPTION" That property that lies entirely in the Corp. of Engineers flood plain and which may not be accessible by a street and cannot be built upon because of the flood plain shall be exempt from assessment.

ARTICLE X1V

WORKING COMMITTEES

SECTION 9.1 "COMMITTEES" The President shall appoint such committees as may be necessary to carry out the Associations affairs. Each committee shall be chaired by a member of the Board or by a member in good standing, with the approval of the board.

SECTION 9.2 "REVIEW OF BY-LAWS" A review of the by-laws should be conducted every three (3) years by a committee selected by the Board of Directors.

ARTICLE X

AMENDMENTS

SECTION 10.1 "AMENDMENTS" These by-laws may be altered, amended or repealed and new by-laws may be adopted by a majority of members in good standing at the June Annual Membership Meeting. Suggested amendments must be proposed in writing to the Board of Directors by one or more members in good standing of the Association, at least fourteen (14) days in advance of the meeting.

SECTION 10.2 "EMERGENCY AMENDMENTS" In the event of an emergency, The Board of Directors may adopt a resolution in writing to amend the by-laws. This resolution would remain in effect until voted upon by the General Membership, at the next scheduled June Annual Meeting, to either repeal, adopt or amend the emergency by-law.

ARTICLE X1

NOTICE AND VARIANCES

SECTION 11.1 “NOTICE” Whenever, according to these by-laws, a notice is required to be given to any member or Director, it shall not be construed to mean personal notice, but such notice shall be given in writing by depositing the same in a Post Office in a postpaid sealed wrapper, addressed to such member or Director at his/her address as the same appears on the books of the Association, and the date when the notice is mailed shall be deemed the time of the giving of the notice.

SECTION 11.2 “WAIVER OF NOTICE” Any notice required to be given by these by-laws may be waived in writing by the person entitled her to.

SECTION 11.3 “VARIANCES” Reasonable variances and adjustments of restrictions in these by-laws may be granted in writing by the Board of Directors, in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein. All variances will be on an individual basis and be granted or not granted on the same basis.

SECTION 11.4 “CONFORMITY” Variances may only be granted in conformity with the intent and purposes of the community, as set forth in these by-laws, and provided also that in every instances such variance or adjustment will not be materially detrimental or injurious to other owners property, or improvements to the community.

SECTION 11.5 “DAMAGES” It is expressly understood that the Board of Directors shall not be liable for damages of any kind to any part for failing to either abide by, enforce, or carry out any of the covenants and restrictions of these by-laws.

ARTICLE X11

BURNING AND HUNTING

SECTION 12.1 “BURNING” There shall be no burning or controlled burning on any lot within the community when a fire ban notice is in effect. For the safety of the community, all outdoor burning, with the exception of barbecuing, shall be prohibited when the ban by federal, state or local authorities is an effect and will stay in effect until such authorities withdraw the ban.

SECTION 12.2 “HUNTING” No hunting or harassment of wildlife by trapping, baiting, shooting or use of other weapons is allowed in the community. Owners and their guests shall not permit the harassment of wildlife by animals under their control.

ARTICLE X111

ANIMAL CONTROL

SECTION 13.1 “ANIMALS” No structure shall be erected on property for the purpose of breeding, raising or keeping of horses, cattle, hogs, goats or any other farm related animals, either for commercial or private purposes, nor shall property be used for the breeding raising or keeping of domestic fowl, the likes of chickens, ducks, geese, turkey, quail, pheasant and exotic birds like in the “Ostrich” family, either for private or commercial purposes, nor the breeding ,raising or keeping of dogs, rabbits or other animals.

SECTION 13.2 “HOUSEHOLD PETS” These restrictions shall not prevent the keeping of household pets such as dog, cat birds or fishes for non-commercial use but to keep no more than three (3) pets at any such time in or on any lot in the community.

ARTICLE XIV

MOBILE HOMES, CAMPERS, TRAVEL TRAILERS AND RV’S

SECTION 14.1 “RECREATIONAL VECHILES” No camper, travel trailer, hitch or 5th wheel, RV’s or similar sorts of movable housing, including various types of motor coaches(as determined by the association) shall be used as **permanent** dwellings within the community or for **camping**. Stone County Zoning and Planning has rated TME2 as a R-1 Residential neighborhood and their ruling is NO CAMPING OR TRAILERS ALLOWED.

SECTION 14.2 “SEASONAL VECHILES” Vacation trailers and motor home brought in by **guests of property owners only** may be used for fourteen (14) days for vacation purposes.

SECTION 14.3” PARKING SLABS” The construction of a slab for the purpose of parking above mentioned vechiles is forbidden. TME2 is for residential housing and is not to be turned into a campground.

SECTION 14.4 “STORAGE” None of the above mentioned vechiles may be stored upon any lot without a finished and livable residential home attached thereto.

Section 14.5 “MOBILE HOMES OR MODULAR HOMES” Stone County Zoning and Planning has rated TME2 as a R-1 residential neighborhood and they do not allow

trailers or mobile homes. They cannot remove existing homes before their rules came into effect.

ARTICLE XV

STREET PARKING AND SPEED LIMITS

SECTION 15.1 “STREET PARKING” No permanent street parking is permitted. All streets are designed to minimize the congestion and hazards and to allow free plumbing, telephone, gas, delivery, school buses or emergency vehicles are permitted to park for their business purpose.

SECTION 15.2 “SPEED LIMITS” Major access streets into and out of the community, will be set as follows: Heatherwood, thirty (30) miles per hour, Bayberry and Chalet twenty (20) miles per hour and all other streets at fifteen (15) miles per hour for the safety of children, pets etc.

ARTICLE XV1

RENTERS AND GUESTS

SECTION 16.1 “RESTRICTIONS” Stone County does not allow short term rental such as daily, weekly or monthly in an R-1 residential neighborhood. If rental is long term such as yearly the land owners is responsible to see all by-laws are complied with.

ARTICLE XV11

SECTION 17.1 “DESTRUCTION” The Board of Directors shall not be liable or responsible for the destruction or the loss of damage to the property, either personal or real, of any member or guest of any member, or visitor or other person.

SECTION 17.2 “IMPROVEMENTS” Improvement shall mean every structure, built on site, of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, utility buildings, carports and breezeways. Only those lots adjacent to the lot that contains the permanent residential home may be used. The term “adjacent” means a lot bordering on either side or behind the permanent residential lot. No building or improvement may be erected, placed on or altered on any lot that does not abut the permanent residential lot.

SECTION 17.3 “CHANGE OF ELEVATION” No sod or topsoil shall be removed from any portion of a lot for the purpose of sell such, nor the removal for the purpose of building up the elevation of an adjoining lot without protecting adjoining lots from surface water drainage caused by change.

SECTION 17.4 “CONSTRUCTION GRADING” The general grading, slope and drainage of a lot may be altered for the purpose of construction of a home , provided such grading, sloping and drainage does not cause hardship on adjoining property.

SECTION 17.5 “REMOVAL OF TREES” The removal of trees for the purpose of selling such trees for their value is strictly forbidden.

ARTICLE XV111

NUISANCE

SECTION 18.1 “NUISANCE” A nuisance is a human activity or a physical condition that is harmful or offensive to others and gives rise to a cause of action. The following are hereby declared to be nuisances, provided that such listing includes, but is not limited to, and shall not be deemed exclusive and occur on any property or within the public road right of way to the property:

a). a pond or pool of stagnant water, or disposing of raw sewage by open dumping which emits an odor or is a source of vector breeding or otherwise presents a threat to the public health.

b.) a well or septic system that has not been safely or securely sealed or properly maintained or improperly built and may cause water supply contamination or cause an injury to any person.

c.) abandoned, discarded or unattended icebox, refrigerator, deep freeze, lockers, clothes washers, clothes dryers or similar airtight units from with the doors have or have not been removed or fastens automatically when closed and cannot be opened from the inside.

d.) any property,(wether vacant or improved), residence, structure or accumulation of any materials, which is infested by vectors or rodents.

e.) any accumulation of dirt, gravel, pieces or chunks of concrete or other similar inorganic material which is unsightly and reduces the aesthetic appearance of the neighborhood or community.

f.) an open pit, well, excavation or other hole that is without reasonable safeguard or barriers to prevent being accessible to injury.

g.) dead or decaying trees and tree limbs that present a hazard both to the owner or to abutting property owners.

h.) any building or structure which is vacant, abandoned or uninhabitable due to the conditions that render the structure unsafe is considered to be a nuisance. Stone County Health Department will be contacted for an unbiased opinion on the said problem.

i.) signs placed illegally within the public right of way will be removed without notice.

j.) major vehicle service or repair on streets is prohibited. Minor service such as changing a tire, hose or belts is allowed.

k.) scrap iron, worn out vehicles, vehicle parts, cans, broken glass, paper, discarded building materials or any other offensive or disagreeable substance or things left or deposited.

SECTION 18.2 "ACTIVITY" No noxious, illegal, immoral, or offensive activity shall be conducted nor shall anything be done therein which may be or become an annoyance, disturbance or nuisance to the residents, guests, visitors or community.

SECTION 18.3 "WRITTEN NOTICE" For the removal of any abandoned vehicle (s) or clean up of abandoned or discarded debris or the eliminating of any other nuisance, shall only after giving written notice to the owner or tenant to have the problem corrected within thirty(30) days.

ARTICLE XIX

JUDICIAL PROCEEDINGS

Section 19.1 Violation For a violation or breach of any of our covenants or by-laws by any person claiming by, through or under the Board or its assigns, or by virtue of judicial proceedings, the Board and any owner, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them.

Section 19.2 Sheriff Any violation that calls for the protection of the sheriff, the P.O.A. does not undertake the responsibility of protecting the residents from criminal conduct. Anyone who suspects criminal activity should call 911.

Section 19.3 Enforcement The Board of Directors shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants and by-laws. The Board shall have the right to suspend voting rights of owners violating such. Failure of the Board to enforce any such rules herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 19.4 Payment of Enforcement. Should the Board find it necessary to employ an attorney or institute legal action against any owner in order to recover costs and expenses, the owner shall be obligated for the payment of all Association costs in connection with said action, including, but not limited to court cost and reasonable attorney fees.

ARTICLE XX

RULES OF ORDER

Section 20.1 Rules of Order Robert's rules of orders shall govern all meetings of the Association.