

BYLAWS

OF

WHISPERING MEADOWS
HOMEOWNERS ASSOCIATION

Approved at the Annual Meeting of the Homeowners Association on February 5, 2003
Amended at the Annual Meeting of the Homeowners Association on November 1, 2006

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**BYLAWS
OF
WHISPERING MEADOWS HOMEOWNERS ASSOCIATION**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is Whispering Meadows Homeowners Association (the “Association”), a Missouri nonprofit corporation. The principal office and address of the corporation is located at 4455 S. Davidson Ct., Independence, Missouri 64055.

**ARTICLE II
DEFINITIONS, PURPOSES AND ASSENT**

Section 2.01. Definitions. The definitions in the Declaration of Covenants, Conditions, Restrictions and Dedication of Easements (the “Declaration”) for the Association, as amended from time to time and recorded in the office of the Recorder of Deeds of Jackson County, Missouri, will apply to these Bylaws, and all defined terms used in these Bylaws will have the same meaning as the defined terms used in the Declaration, unless the defined terms in these Bylaws or the context of these Bylaws clearly indicate otherwise.

Section 2.02. Purposes. The specific purposes for which the Association is formed are as follows:

To own, maintain and administer the Common Area, Area of Common Responsibility and facilities of the Whispering Meadows subdivision; to administer and enforce the covenants and restrictions; to collect and disburse the assessments and charges created by the Declaration filed in the office of the Jackson County Recorder of Deeds in Independence, Jackson County, Missouri, with respect to the Whispering Meadows subdivision; and to promote the recreation, health, safety and welfare of the residents of Whispering Meadows.

Section 2.03. Assent. All present or future Owners, their agents, families, guests, tenants, invitees and contractors, and any other person using the Common Area and facilities of the Association in any manner are subject to the Association Documents, including the Declaration, Articles of Incorporation, these Bylaws, and any rules and regulations adopted by the Board of

Directors (collectively, "Association Documents"). The occupancy of any of the Lots will constitute ratification and acceptance of these Bylaws and all other Association Documents and an agreement to comply with same.

ARTICLE III MEMBERSHIP

Section 3.01. Membership. Ownership of a Lot is required in order to qualify for membership in the Association.

Section 3.02. Responsibilities of Members. Any person on becoming an Owner will automatically become a Member and be subject to these Bylaws. Such membership will terminate without any formal Association action whenever such person ceases to own a Lot. But, such termination will not relieve or release any such former Owner from any liability or obligation incurred under the Declaration or in any way connected with the Association during the period of such ownership, or impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Lot and membership in the Association and the covenants and obligations incident thereto.

Section 3.03. Membership and Voting Rights in the Association. The Association shall have one class of voting membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Lot ownership. When more than one person owns any Lot, all such persons shall be Members but shall be entitled to cast only one (1) vote for said Lot.

Section 3.04. Ownership by Multiple Owners - Membership and Voting Rights. When more than one person holds an interest in any Lot, all such persons will be Members. One person will exercise the vote for such Lot as the Owners among themselves agree or determine. If more than one of the multiple Owners is present at a meeting, the vote allocated to their Lot may be cast only in accordance with that agreement. If any one of the multiple Owners casts the vote allocated to his or her Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot, the vote stands. If the Owners of a Lot are unable to agree upon how to vote, then no vote shall be allowed for that Lot.

Section 3.05. Proof of Membership. Upon request of the Secretary or the Manager of the Association, any person or entity, on becoming an Owner, will furnish a photocopy or a certified copy of the recorded instrument vesting that person or entity with an ownership interest.

ARTICLE IV

ASSOCIATION: MEETINGS, QUORUM, VOTING

Section 4.01. Place and Frequency of Meetings. Meetings of the Members will be held at least once each year at such place as the Board of Directors may determine. The first annual meeting of the Members will be held within one (1) year after the date of the adoption of these Bylaws. Each subsequent annual meeting of the Members will be held on a date and at a time set by the Board of Directors. The purpose of the annual meeting is for the election of the Board and the transaction of such other business of the Association as may properly come before the meeting.

Section 4.02. Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, or by a majority of the Board of Directors, or upon written request of Members who are collectively entitled to vote at least 20% of all of the votes in the Association.

Section 4.03. Notice of Meetings. Written notice stating the place, day, and hour of the meeting and the agenda for the meeting will be delivered not less than 10 nor more than 50 days before the date of the meeting, personally or by mail or otherwise as permitted by The Missouri Nonprofit Corporation Act, as it may be amended from time to time (the "Act"), by or at the direction of the President, or the Secretary, or the persons calling the meeting, as provided in these Bylaws, to the registered mailing address for notice (as provided in the Declaration) of each Member entitled to vote at such meeting.

Section 4.04. Quorum. A quorum is deemed present throughout any meeting of the Association if Members entitled to cast 20% of the votes of the Association are present. The Members entitled to vote at the meeting will have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 4.05. Actions Binding on Members. A majority of votes cast by Members constituting a quorum will be sufficient to make decisions binding on all Owners, unless a

different number or method of voting is expressly required by statute or by the Declaration, the Articles of Incorporation, or these Bylaws.

Section 4.06. Majority. As used in these Bylaws, the term “majority” will mean those votes of Owners or other groups, as the context may indicate, totaling 50% of the total number, plus one vote.

Section 4.07. Voting. Members must be in good standing to vote. Members will cast their votes in person, except as otherwise permitted in this Section. Voting by proxy is not allowed. Voting by mail is permitted for election of the Board of Directors, amendment of the Articles of Incorporation, adoption of a proposed plan of merger, consolidation or dissolution pursuant to the provisions of the Act, or other questions that come before the Association. In the case of a vote by mail, the Secretary will give written notice to all members, which notice will include:

- (a) A proposed written resolution setting forth a description of the proposed action;
- (b) A statement that the Members are entitled to vote by mail for or against such proposal;
- (c) A statement of a date not less than 20 days after the date such notice will have been given by which all votes must be received; and
- (d) The specified address of the office to which all votes must be sent.

Votes received after that date will not be effective. Delivery of a vote in writing to the designated office will be equivalent to receipt of a vote by mail at such address for the purpose of this section.

Section 4.08. Waiver of Notice. Waiver of notice of a meeting of the Members will be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member

- (a) Waives objection by such Member to lack of notice or defective notice of the time, date and place of the meeting unless the Member, at the beginning of the meeting, objects to holding the meeting or transacting business at the meeting;

(b) Waives objection by such Member to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

ARTICLE V

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 5.01. Number and Qualification. A Board of nine (9) Directors will manage the affairs of the Association. The Directors must be Members in good standing of the Association.

Section 5.02. Election of Directors. The Directors will be elected by the Members at each annual meeting of the Members. The Members may cast as many votes as they are entitled to exercise under the provisions of Article III above. Voting for Directors will be by written ballot.

Section 5.03. Term of Office of Directors. Directors will serve for a three-year term commencing on January 1 following their election. Each Director will hold office until such Director's successor is duly elected by the Members and qualified to take over the office of Director.

Section 5.04. Removal of Directors. Any Director may be removed, with or without cause, only at a meeting called for the purpose of removing the Director. The meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director. The removal of any Director requires two-thirds of the votes of the Members at a meeting at which a quorum is present. A Director whose removal is proposed by the Members will be given notice of the proposed removal at least ten (10) days prior to the date of such meeting and will be given an opportunity to be heard at such meeting.

Section 5.05. Vacancies. If a Director dies, becomes disabled, resigns or is removed, the remaining Directors will appoint a new Director from among the Members to serve until such Director's successor is duly elected by the Members at the next annual meeting to complete the Director's unexpired term and is qualified to take over the office of Director. However, where the vacancy occurs in the third year of the Director's term, such new Director will serve until the end of term.

Section 5.06. Compensation. No Director will receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of his or her duties as a Director.

ARTICLE VI MEETINGS OF DIRECTORS

Section 6.01. Regular Meetings. Regular meetings of the Board of Directors will be held at such regular times as set by the Board of Directors, at such place and hour as may be fixed from time to time by resolution of the Board. Should regularly scheduled meetings fall upon a legal holiday, then that meeting will be held at the same time on the next day that is not a legal holiday.

Section 6.02. Special Meetings. Any five Directors will hold special meetings of the Board of Directors when called by the President of the Association, or, after not less than three (3) days notice to each Director.

Section 6.03. Quorum. A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast 50% of the votes on the Board are present at the beginning of the meeting.

Section 6.04. Actions Binding on Directors. Every action taken or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present will be regarded as the act of the Board.

Section 6.05. Waiver of Notice. Attendance of a Director at any meeting will constitute a waiver of notice of such meeting, except when a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board may waive in writing notice of such meeting, and such waiver will be equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting.

Section 6.06. Voting. Directors may not vote by proxy.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.01. General. Subject to the Declaration and Articles of Incorporation, the Board of Directors will have the powers and duties of directors of a Missouri nonprofit corporation, including such duties as are necessary for the administration of the affairs of the Association. Except as provided by these Bylaws, the Declaration or the Act, the Board of Directors may do all such acts and things which are not specifically required to be done by the Members and may otherwise act in all instances on behalf of the Association.

Section 7.02. Specific Powers and Duties. Without limiting the generality of powers and duties set forth in Section 7.01 above, the Board of Directors will have the following powers and duties, in each case subject only to applicable requirements of the Act:

(a) To establish, make and amend from time to time the provisions set forth in the Association Documents as may be necessary for the operation, use, and occupancy of Whispering Meadows. A copy of new and amended rules and regulations will be delivered or mailed to each Member promptly after adoption.

(b) To administer and enforce compliance of the provisions set forth in the Association Documents as may be necessary for the operation, use, and occupancy of Whispering Meadows.

(c) To keep in good order, condition, and repair all of the Common Area, Area of Common Responsibility, and facilities, including the Clubhouse, Pool and fountains. No approval of the Members is required for expenditures for these purposes, except as otherwise required by the Declaration or these Bylaws.

(d) To fix, determine, levy, and collect the prorated annual assessments to be paid by each of the Members towards the gross expenses of the Association, and to adjust, decrease, or increase the amount of the assessments, as provided in the Declaration, and to credit any excess of assessments over expenses and cash reserves to the Members against the next succeeding assessment period.

(e) To levy and collect special assessments whenever, in the opinion of the Board, it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies. All special assessments will be in statement form and will set forth in detail the various expenses for which the special assessments are being made.

(f) To levy and collect specific assessments, as provided in the Association Documents.

(g) To file notices of liens and to collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as provided in the Association Documents; and to exercise other remedies for delinquent assessments as set forth in the Association Documents.

(h) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the Declaration and these Bylaws and to authorize the appropriate officers to execute all such instruments evidencing such indebtedness as the Board of Directors may deem necessary; provided, however, that the Board will not borrow more than \$50,000 or cause the Association to be indebted for more than \$50,000 at any one time without the prior approval of a majority of votes of Members voting on the issue.

(i) To enter into contracts within the scope of their duties and powers.

(j) To establish one or more bank accounts to be the operating account of the Association and for all separate funds as required or deemed advisable by the Board of Directors.

(k) To cause an annual financial review by a certified public accountant. The report of this review to be made available to the Members.

(l) To cause to be kept and maintained full and accurate books and records showing all of the receipts, expenses, or disbursements, and to permit examination thereof by Members or representatives of their mortgagees at convenient weekday business hours.

(m) To cause any and all access roads, parking areas, and roadways within the Common Area and Area of Common Responsibility and across the property to be maintained to the extent those facilities are within the jurisdiction or control of the Association, subject to the provisions of the Declaration.

(n) To cause the maintenance of the lawn, trees, shrubs, and other vegetation, and the sprinkler or other irrigation systems located within the Common Area and Area of Common Responsibility for the benefit of the Members.

(o) To delegate to a Manager, or any other person or entity, such of the Association's duties or responsibilities as may be more conveniently or efficiently performed by someone other than by the Board of Directors, and to agree to assess to the Members a reasonable fee for such services, except that the duties set forth in subsections (a), (d), (e), (f), (g), (h), (i), (j), (k) and (l) of this Section 7.02 and duties reserved to the Board by law will not be so delegated.

Section 7.03. Manager. The Board of Directors may employ for the Association a professional management agent or agents as Manager, for compensation established by the Board of Directors, to perform such duties and services as the Board of Directors will authorize. The Board of Directors may delegate to the Manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subsections (a), (d), (e), (f), (g), (h), (i), (j), (k), (l) and (o) of Section 7.02 of this Article and duties reserved to the Board by law.

Section 7.04. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) A segregation of accounting duties will be maintained, and disbursements by check in any amount greater than \$5,000.00 will require two signatures. Cash disbursements will be limited to amounts of \$200.00 or less.

(b) Cash accounts of the Association will not be commingled with any other accounts.

(c) No remuneration will be accepted by the Board of Directors, the Manager, or their families from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, prizes, gifts, or otherwise. Anything of value received will be for the benefit of the Association.

(d) Any financial or other interest that the Manager or a member of the Board of Directors may have in any firm providing goods or services to the Association will be disclosed promptly to the Board of Directors.

(e) On a quarterly basis, financial reports will be prepared for the Board of Directors containing the following:

(i) An income statement reflecting all income and expense activity for the preceding three (3) months;

(ii) A balance sheet as of the last day of the quarter;

(iii) A delinquency report listing all Owners who are delinquent in paying the periodic installments of assessments at the time of the report, and describing the status of any action to collect such installments which remain delinquent;

(f) A balance sheet as of the last day of the Association's fiscal year and an operating statement for the fiscal year will be distributed to the Members. At the written request of an Owner or mortgagee, such statements will be audited at the requesting party's expense. Any such audited statements will be delivered to any Owner requesting the report and to the Association upon payment of a reasonable fee for copying.

Section 7.05. Hearing Procedure. Except for sanctions or penalties imposed for nonpayment of a delinquent assessment, the Board will not impose a fine, suspend voting, or suspend any rights of a Member or other occupant for violations of the provisions of the Association Documents unless and until the procedure below is followed:

(a) Written demand to cease and desist from the alleged violation will be served upon the alleged violator specifying:

(i) The alleged violation;

(ii) The action required to abate the violation; and

(iii) If such violation is a continuing one, a time period of not less than ten (10) days during which the violation may be abated without further sanction; or if the violation is not continuing, a statement that any additional similar violation may result in the imposition of a sanction after notice and a hearing.

(b) At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate will serve the violator with written notice of a hearing to be held by the Board. The notice will contain the following:

(i) The nature of the alleged violation;

(ii) The time and place of the hearing, which time will not be less than ten (10) days from the giving of the notice;

(iii) An invitation to attend the hearing and produce any statement, evidence, and witness on the Member's behalf; and

(iv) The proposed sanction to be imposed.

(c) The hearing will be held pursuant to the notice, affording the Member a reasonable opportunity to be heard. Prior to the implementation of any sanction under these Bylaws, proof of notice and the invitation to attend will be placed in the minutes of the hearing. Such proof will be deemed adequate if the officer, director, or agent who delivered such notice enters a copy of the notice, together with a statement of the date and manner of delivery. The notice requirement will be deemed satisfied if the alleged violator appears at the hearing. The minutes of the hearing will contain a written statement of the results of the hearing and the sanction, if any, imposed. Written and oral evidence may be presented. The presenting party will provide copies of any written evidence to the other party or parties. The decision of the Board will be final.

(d) The Board may, in its discretion, appoint a Hearing Committee to hear any matter discussed in this Section. In such event the above procedure will apply, except that the alleged violator may appeal the decision of the Hearing Committee to the Board by written notice to the Board and Hearing Committee within ten (10) days. The Board will consider the minutes of the hearing and any additional evidence and report the decision of the Board within a reasonable period of time not exceeding 60 days after receipt of the notice. The decision of the Board will be final.

ARTICLE VIII OFFICERS AND THEIR DUTIES

Section 8.01. Enumeration of Officers. The officers of the Association will be a President, Vice-President, Secretary and Treasurer, and such other officers as the Board may from time to time create by resolution.

Section 8.02. Election of Officers. The election of officers will take place at the meeting of the Board of Directors held in January each year.

Section 8.03. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom will hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 8.04. Resignation and Removal. The Board may remove any officer from office with or without cause. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation will take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified in the notice, the acceptance of such resignation will not be necessary to make it effective.

Section 8.05. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy will serve for the remainder of the term of the officer replaced.

Section 8.06. Multiple Offices. The same person, except the offices of the President and Secretary, may hold two or more offices.

Section 8.07. Duties. The duties of the officers are as follows:

(a) President. The President will preside at all meetings of the Association and the Board of Directors; will see that orders and resolutions of the Board are carried out; will sign all written instruments; will sign all promissory notes; will cause to be prepared and will execute, certify and record amendments to the Declaration on behalf of the Association; and will exercise and discharge such other duties as may be required of the President by the Board.

(b) Vice-President. The Vice-President will act in the place and stead of the President in the event of his absence, inability, or refusal to act, and will exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The Secretary will record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of

the Members; keep appropriate current records listing the Members together with their addresses; and perform such other duties as required by the Board.

(d) Treasurer. The Treasurer will (1) receive and deposit in appropriate bank accounts all monies of the Association; (2) will disburse such funds as directed by resolution of the Board of Directors; (3) sign all checks of the Association unless the Board specifically directs otherwise; (4) and keep proper books of account. At the direction of the Board, the Treasurer will make available to a certified public accountant for an annual financial review the Association books; will prepare an annual budget and statement of income and expenditures to be presented to the Members at their regular annual meeting; and will deliver or make available copies of each to the Members.

ARTICLE IX COMMITTEES

The Board of Directors may appoint any number of committees made up of Members of the Association, as the Board deems appropriate in carrying out its purposes. The Committees will include such functions as Social Activities, Architectural Review (Design Review), Maintenance of the Common Area, Swimming Pool, Clubhouse, Safety and Security, Communications, Landscaping and others as the Board may deem essential.

ARTICLE X INDEMNIFICATION

To the extent permitted by law and consistent with the Articles of Incorporation, the Association will indemnify every member of the Board of Directors, and every officer, employee and agent of the Association and every person who serves at the request of the Association as a Manager, Director, officer, employee, fiduciary, or agent of the Association against liability asserted against or incurred by such person in such capacity or arising out of that person's capacity as such. The indemnification permitted under this Article will not extend, in any event, to any act or omission occurring prior to the date of incorporation of the Association.

In the event of a settlement, indemnification will 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 negligent in the performance of such person's duties on behalf of the Association.

All liability, loss, damage, cost and expense arising out of or in connection with the foregoing indemnification provisions will be treated and handled by the Association as a common expense.

ARTICLE XI NONPROFIT CORPORATION

The Association is not organized for profit. No Member of the Association, member of the Board of Directors, or person from whom the Association may receive any property or funds, will receive or will be lawfully entitled to receive any pecuniary profit from the operations of the Association, and in no event will any part of the funds or assets of the Association be paid as a dividend or be distributed to, or inure to the benefit of, any member of the Board of Directors. Notwithstanding the foregoing, (i) reasonable compensation may be paid to any Member or Manager acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, (ii) any Member or Manager may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association, and (iii) any Director may be reimbursed for actual expenses incurred in the performance of his or her duties.

ARTICLE XII AMENDMENTS

A majority vote of the Members of the Association voting at an annual or a special meeting of the Members at which a quorum is present is required to amend these Bylaws.

ARTICLE XIII
MISCELLANEOUS

Section 13.01. Fiscal Year. The fiscal year of the Association will begin on the first day of January and end on the 31st day of December every year.

Section 13.02. Conflicts Between Documents. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles will control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration will control.

Section 13.03. Parliamentary Authority. The rules contained in the then-current edition of *Robert's Rules of Order Newly Revised* shall govern the Association in all cases to which they are applicable and where they are not in conflict with these Bylaws or other Association Documents.

Section 13.04. Corporate Seal. The Association will have a seal in circular form having within the circumference the words, "Whispering Meadows Homeowners Association."