

## BY-LAWS

### VILLAGE OF GREEN TRAILS PARK ASSOCIATION, INC. a Missouri not-for-profit corporation

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These BY-LAWS are adopted this \_\_\_\_ day of \_\_\_\_\_, 2018 by the Village of Green Trails Park Association, Inc. (the "Association").

#### ARTICLE I ESTABLISHMENT OF ASSOCIATION

Section 1: Association: The name of the Association is Village of Green Trails Park Association, Inc. (which association is hereinafter referred to as the "Association").

Section 2: Membership: The members of the Association shall consist of the persons or entities who are the record owners ("Owner" or "Owners") of a fee or undivided fee interest in any Lot (as defined in the Indenture) which is subject to the Restatement of Indenture of the Restrictions of the Village of Green Trails (the "Indenture"), which Indenture is recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri. All words and phrases defined in the Indenture shall have the same meaning herein unless explicitly defined otherwise herein.

The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership, and such membership shall continue until such time as the Owner's ownership terminates, at which time the membership shall automatically cease.

Section 3: Principal Office: The principal office of the Association is located at the mailing address of 1100 Town and Country Commons Dr., Unit 7535, Chesterfield, MO 63006.

Section 4: Meetings: Meetings of the Association shall be held as follows:

(a) The annual meeting of the Owners shall be held in the first two weeks of May or as soon thereafter in May as reasonably possible.

(b) Special meetings of the Owners may be called by the President or a majority of the Board of Trustees, or by Owners having at least 20% of the votes in the Association. The notice of any special meeting shall state the specific purposes for the meeting, and no business may be transacted at that special meeting except as stated in the notice.

(c) Meetings shall be held at a convenient place in the County of St. Louis as reasonable to accommodate attendance by the Owners.

(d) Notices of the annual meeting shall be sent to the Owners by personal delivery, first-class mail, or e-mail as provided in Section 9 of this Article I, not less than twenty-one (21)



nor more than sixty (60) days before the date of the annual meeting. The notice shall state the date, time, and location of the meeting.

(e) Notices of special meetings shall state the purposes thereof and shall be sent to the Owners by personal delivery, first-class mail, or e-mail as provided in Section 9 of this Article I, not less than twenty-one (21) nor more than sixty (60) days before the date of the meeting. The notice shall state the date, time, and location of the meeting.

Section 5: Voting: Voting rights are based on one vote per Lot owned. If a Lot is jointly owned, only one person shall be entitled to vote for the Owners of that Lot and such person shall be known as the "Voting Member." If a Lot is jointly owned and if one of the multiple Owners of that Lot is present at a meeting of The Village, he or she shall be entitled to cast the vote allocated to that Lot. If more than one of the multiple Owners is present, the vote allocated to that Lot may be cast only in accordance with the agreement of the majority in interest of the multiple Owners. Once the majority position has been established the Voting Member shall cast the vote. There is majority agreement if any one of the multiple Owners casts the vote allocated to that Lot without protest being made to the person presiding over the meeting by any of the other Owners of the Lot. A corporation, if an Owner, shall act through its president or through another officer or director as the directors of that corporation designate in writing. A partnership, if an Owner, shall act through a partner as designated by the partnership in writing. A trust, if an Owner, shall act through its trustee. If there is more than one such trustee for a trust, the beneficiaries of the trust shall designate in writing which trustee(s) shall be entitled to vote. All designations of Voting Members shall be held by the Trustees. For all matters subject to and submitted to a vote of the Owners, each Lot held for residential purposes only shall be entitled to a single vote and each Lot held for any non-residential purpose shall be entitled to the same multiple of votes as their assessment payment is to the residential lot payment. Cumulative voting shall not be permitted for the election of Trustees and any other vote taken.

Section 6: Majority Voting: Unless otherwise specifically required, in any matter requiring a vote of the Owners, such voting shall be conducted on a majority vote basis.

Section 7: Quorum: A quorum of Owners for any meeting shall be constituted by Owners represented in person or by mail-in/email absentee ballot, holding ten percent (10%) of the residential Lots entitled to vote at such meeting. If a vote is conducted by mail-in ballot, each ballot shall include a place for the Owner's signature, instructions on how to mark the ballot, how to send it back, and the date the ballot is due to be considered valid. If a vote is conducted by email, the Trustees shall send out an email containing instructions identifying how to submit a vote and the date the return email is due to be considered valid.

Section 8: Proxies: Proxy votes are not permitted unless otherwise specifically provided for herein or in the Indenture. Under no circumstances shall general proxies be permitted.

Section 9: E-mail Communications. At the Board's discretion and subject to such regulations as the Board deems reasonable, e-mail may be used for communications and transactions:

(a) For any notice of meetings and actions the Board is required to give an Owner, the



Owner must consent and the Board must preserve such communications as part of the Association's records.

(b) To disseminate information to and foster communications among members of the Association and members of the Board.

(c) To communicate and conduct transactions with any other party.

(d) To deliver and receive voting ballots in compliance with the consent as required by subsection (a) above.

For the purposes of this Section 9, "e-mail" means an electronic communication or transaction in which the parties consent and otherwise is made in accordance with the Missouri Uniform Electronic Transactions Act, Section 432.200, *et seq.*, RSMo., as may be amended.

## ARTICLE II BOARD OF TRUSTEES

Section 1: Establishment: The affairs of the Association shall be governed by the Board of Trustees ("Board" and "Trustees"). The Board shall serve as the Association's board of directors, and shall consist of six (6) Owners elected by the Owners at the annual meeting. The number of members of the Board may be changed by amendment of these By-Laws, provided that the number shall not be less than at least three (3) Trustees.

(a) Qualifications: To be elected and to serve as a Trustee of the Board, a person must meet the following qualifications: (1) be a resident and record Owner of a Lot, (2) be in good standing, *i.e.*, current in the payment of all assessments and other charges levied by the Association, and (3) be a natural person 21 years of age or older. Only one Owner of a Lot may serve as a board member at the same time. If an Owner is a corporation, partnership, or trust, an officer, partner or trustee may qualify to serve as a Trustee if he or she is authorized by such Owner to act on its behalf and meets the other qualifications in this subsection (a). Any Trustee who misses more than three (3) consecutive Board meetings without good cause or a total of four (4) Board meetings without good cause during any period of 12 months, or no longer meets the qualifications under this subsection (a), shall be deemed to have resigned and the vacancy shall be filled by the Board as provided in Section 2 of this Article II. Good cause or lack thereof will be determined by the Trustees, with all Trustees voting on the determination except for the Trustee subject to the vote. Any such determination shall be documented in the minutes.

(b) Terms: Trustees shall each have terms of three years, which shall be staggered so that the terms of one-third of the Trustees shall expire every year at the annual meeting. In an election year, the voting for Trustees shall take place in conjunction with or prior to the annual meeting for that year. Each Trustee shall hold office until his or her successor has been elected and qualified. If a Trustee resigns from office, the resignation is effective as of the effective date of the resignation.

(c) Nominations: The Board may appoint a Nominating Committee of at least three (3) Owners, at least 60 days before the Annual Meeting, for the purpose of contacting the Owners to identify candidates who are willing and qualified to serve on the Board. A candidate may



self-nominate and must submit his/her name to the Nominating Committee at least 30 days before the election of Trustees in order to get on the ballot. The Nominating Committee may distribute biographical information about each candidate with the notice of the Annual Meeting as well as ballots for the election of Trustees. Candidates may also be nominated from the floor at the Annual Meeting. A nominee may nominate himself/herself from the floor and the nomination must be seconded. The nominations and seconds from the floor must be made by Owners in good standing. Each candidate shall have a reasonable opportunity to speak on his or her own behalf prior to the election.

Section 2: Vacancies: Except as provided for in the Indenture and except for the filling of vacancies in its membership for the unexpired portion of any term which the Board of Trustees shall fill, any vacancy occurring in the Board shall be filled by election by the Owners at the next annual meeting or at a special meeting of Owners called for such purpose.

Section 3: Meetings: An annual meeting of the Board shall be held immediately following the annual meeting of Owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than five (5) days notice in writing to each Trustee, delivered personally or by mail or by e-mail. Any Trustee may waive notice of a meeting, or consent to the holding of a meeting, without notice, or consent to any action of the Board taken without a meeting. All Board meetings at which business is conducted, i.e. decisions are to be made and votes taken, whether regular or special of the Board shall be open to all Owners, except for the portion of any meeting held (a) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such action is probable or imminent, (b) to consider information regarding appointment, employment or dismissal of an employee, (c) to discuss violations of rules and regulations of the Association or unpaid assessments owed to the Association provided that the vote on any such matter shall be taken at a meeting or portion thereof open to any Owner, or (d) to gather background information and information necessary for discussion. Owners may not record the proceedings at meetings open to Owners, by tape, film or other sound or video recording.

Section 4: Removal: Any Trustee may be removed from office for any reason by the vote of at least two-thirds (2/3) of the votes of all Owners.

Section 5: Compensation: Trustees shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Owners.

Section 6: Authority and Expenditures: The Board of Trustees, for the benefit of all the Owners, shall have the authority provided in the Articles of Incorporation of the Association, the Indenture and in these By-Laws and shall provide and, as applicable, shall pay for out of the funds of the Association, for the following:

- (a) Officers: The election of the officers of the Association as hereinafter provided.
- (b) Administration: The administration of the affairs of the Association and of the Common Land.



(c) Services and Utilities: Water, waste removal, electricity, gas, sewer expenses, and other necessary utility service for the Common Land.

(d) Casualty Insurance: Insurance for the Common Land against loss or damage by fire and such other hazards. The Association shall have the power to adjust all insurance losses by suit or otherwise and payment accepted by the Association hereunder shall constitute a discharge to the insurer.

(e) Liability Insurance: Comprehensive public liability insurance insuring the members of the Board of Trustees, their agents and employees, and the Owners against any liability for personal injury, death or property damage incident to the actions of the Board or to the ownership and/or use of the Common Land; and workers' compensation insurance to the extent necessary to comply with any applicable laws; and such other or additional insurance coverage as shall be deemed appropriate by the Board to protect the interests of the Trustees and/or Owners.

(f) Employees: The services of any person and/or firm employed by the Board of Trustees, including, but not limited to, a Trustee, if one is employed, or a managing agent, if one is employed, accountants and attorneys; the designation and removal of personnel necessary for the maintenance, repair and replacement related to the Common Land shall be made by the Board of Trustees or as they direct the Trustee, or the managing agent, if one is employed.

(g) Maintenance: Except as otherwise provided for in the Indenture, landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement related to the Common Land, the Board of Trustees shall have the exclusive right and duty to acquire the same for the Common Land, with payment therefor to be made by voucher approved by such persons.

(h) Miscellaneous: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board of Trustees is required to secure or pay for pursuant to the terms of the Indenture, these By-Laws, or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Common Land or for the enforcement of these By-Laws and restrictions.

(i) Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Common Land or any part thereof which may in the opinion of the Board of Trustees constitute a lien against the Common Land, rather than merely against the interests therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, such Owners shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board of Trustees by reason of said lien or liens shall be specially assessed to said Owners.

(j) Easements: To establish, grant and dedicate easements (including easements for utilities and sewers) in addition to any shown on the plat and for this purpose, the Board of Trustees is hereby constituted Attorney-in-Fact for the Owners to execute all documents necessary to carry out the terms of this provision, or otherwise consistent with the terms of the

Indenture.

(k) Accounting: Upon adequate notice, the Board shall furnish to an Owner a statement of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner.

(l) Rules and Regulations: Promulgation of administrative rules and regulations ("Rules and Regulations") and such reasonable rules and regulations as it may deem advisable for the use, operation, maintenance, conservation, beautification and protection of the Common Land and for the health, comfort, safety and general welfare of the Owners. Such rules and regulations shall be effective sixty (60) days after their adoption and distribution to the Owners; provided, that the Owners may veto any rule or regulation at a special meeting of the Owners called for such purpose, and held before the effective date of such rule or regulation, by a vote of a majority of all the Owners.

(m) Owners' Resolutions: To comply with the instruction of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners.

(n) Enforcement: To enforce the Indenture, any and all restrictions governing the Common Land and to take any and all necessary steps to secure the enforcement and compliance of same.

(o) Powers and Duties: To exercise any and all other powers, duties or acts as are authorized by the Indenture and these By-Laws.

(p) Reserve Studies: To conduct studies and analyses of the Association's reserve funds and accounts from time to time, for purposes of investigating and determining whether the Association is maintaining reserve funds in compliance with applicable laws and regulations and to provide the Association with adequate reserves.

Section 7: Quorum: A quorum of the Board of Trustees for any meeting shall be constituted by a majority of the Board of Trustees.

### ARTICLE III OFFICERS

Section 1: Election: At each annual meeting, the Board shall elect the following officers from the then-serving Trustees, by majority vote, (provided that one Person may hold more than one office, for example, one Person may be both the Vice President and Secretary) of the Association:

(a) President: A President, who shall preside over the meetings of the Board and of the Owners, and who shall be the chief executive officer of the Association.

(b) Vice President: A Vice President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President and who shall be qualified



to be a Trustee.

(c) Secretary: A Secretary, who shall keep the minutes of all meetings of the Board and of the Owners, and who shall, in general, perform all the duties incident to the office of Secretary.

(d) Treasurer: A Treasurer, who shall keep the financial records and books of account.

Section 2: Powers: The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3: Term: Each officer shall hold office for the term of one (1) year and until his successor shall have been elected and qualified.

Section 4: Vacancies: Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time with or without cause by the Board at a special meeting thereof, and upon a majority vote of the Board.

Section 5: Compensation: The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners.

#### ARTICLE IV BUDGETS AND FINANCIAL STATEMENTS

Section 1: Annual Budget: The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association, which shall be the calendar year. Such budgets shall take into account the estimated cash requirements for the year, including, but not by way of limitation, salaries, wages, payroll taxes, supplies, anticipated capital expenditures, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common utilities, management fees and other common expenses (known as the "Common Expenses) (as distinguished from individual mortgage payments, real estate taxes and individual telephone, and other individual utility expenses billed or charged to the separate Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income, if any, for the year from the operation or use of the Common Land. The annual budget may provide for a reserve for contingencies and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the Assessments and other cash income collected from the Owners during the preceding years shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2: Financial Statements: Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall post an annual unaudited financial statement for the preceding calendar year to the website of The Village and furnish to each Owner an annual unaudited financial statement for such year with the billing for each annual assessment, showing the receipts and expenditures and such other information as the

Board may deem desirable. Furthermore, any Owner may request an audited annual financial statement from the Board within ninety (90) days following the end of any fiscal year, provided, that any Owner requesting such statement agrees to pay the costs involved in the preparation of any such statement. If a majority of all the Owners requests an audited annual financial statement one shall be provided and the cost therefor shall be paid by the Association. Any excess or surplus of Assessments collected over expenses actually incurred during any calendar year may be treated by the Board as contingency or replacement reserves.

Section 3: Accounts: The Board shall cause to be kept a separate account for each Owner showing the respective Assessments paid by such Owner, and the status of his or her account from time to time.

Section 4: Reserves: The Board may maintain operating reserves for payment of Common Expenses including capital expenditures, and for any other operational and/or administrative expenses for which Assessments can be used.

Section 5: Records: The Board shall cause to be kept detailed and accurate records of the receipts and expenditures affecting the Common Land specifying and itemizing the expenses incurred, and such records and the documents authorizing the payments of such expenses shall be available for examination by the Owners, at convenient hours of the week days. Payments for expenditures may be approved in such manner as the Board may determine. Records need not be kept for more than five (5) years.

Section 6: Contracts: The Board shall not enter into any operational contracts which are binding on the Association for more than three (3) years, unless approved by a majority of all the Owners.

## ARTICLE V RESTRICTIONS OF INDENTURE

The use of the Common Land is subject to the restrictions, and each of them, as set forth in the Indenture, which run with the land and are perpetual and appurtenant to the Lots and Common Land. In the event that any provision of the Indenture is deemed to contradict any provision of these by-laws, the terms and provisions of the Indenture shall control.

## ARTICLE VI AMENDMENT

Subject to the provision of the Indenture, these By-Laws may be amended or modified from time to time by action or approval of a majority of all the Owners.