

# **BYLAWS OF MERAMEC VALLEY OWNERS' ASSOCIATION**

**Fourth Revised (10/16/2021)**

## **BYLAW 1**

### **Name and Offices**

The name of this Missouri not-for-profit corporation shall be MERAMEC VALLEY OWNERS' ASSOCIATION, hereinafter referred to as the "Association," and its principal office shall be located in Crawford County, Missouri. The Association may also have offices and branch offices at such other places within and without the State of Missouri as the Board of Directors, hereinafter referred to as the "Board," may, from time to time, designate and the business of the Association may require.

The Association has two fictitious names by which business can be conducted. Those names include: Meramec Valley Camp Resort and Meramec Valley Campground and RV Park.

## **BYLAW 2**

### **Purpose and Powers**

#### **2.1 General**

The Association is organized to manage, operate and maintain a social and recreational campground near Cuba, Missouri for the pleasure and recreation of its members and others, to engage in other non-profit activities similar to pleasure and recreation.

#### **2.2 Non-Political**

No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or intervene in, including the publishing or distribution of statements, any political campaign on behalf of any candidate for public office.

#### **2.3. Not-for-Profit**

The Association shall be conducted at all times as a not-for-profit organization, and no part of the net earnings of the Association shall inure to the benefit of or be distributed to its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Section 2.1 of this Article.

The Association shall do whatever is necessary, conducive, incidental or advisable to accomplish and promote the objects and purposes of the Association aforesaid and in regard thereto shall have all of the powers granted a not-for-profit corporation by the laws of the State of Missouri.

## **BYLAW 3**

### **Definitions**

**Board** - the Board of Directors of the Association.

**Bylaws** - The Bylaws of the Association.

**Classifications and Voting** - The Association shall have voting members and three classes of membership: Class A; Class B; and Class C. The rights and privileges of Class A, Class B, and Class C memberships are identical in all respects, except as to the areas in which the owners of each membership class are authorized to camp.

- **Class A Membership.** Class A members shall have the right and privilege to camp at any campsite in the campground (other than in the Exclusive Area and the Restrictive Exclusive Area) which has not been previously reserved and shall have the right to camp at the Class A campsites. Class A campsites are defined as those campsites with sewer, electrical and water connections (wherever located in the campground). A Class A member

who purchases exclusive occupancy rights in the Exclusive Section shall have exclusive reservation rights to that campsite. There shall be no more than six hundred fifty (650) Class A memberships.

- **Class B Membership.** Class B members shall have the right and privilege to camp at any campsite in the campground (other than in the Exclusive Section) which has not been previously reserved except at Class A campsites. A Class B campsite is defined as those campsites having electrical and water hookups, but without sewer connections. There shall be no more than one thousand one hundred (1,100) Class B memberships.
- **Class C Membership.** Class C members shall have the right and privilege to camp within the campground in the areas designated "Wilderness Camping," but in no other areas. The Wilderness Camping areas are those designated campsites which do not have water, sewer or electrical connections. There shall be no more than two hundred (200) Class C memberships.

**Exclusive Section** - Includes both Exclusive Area (EA) and Restricted Exclusive Area (REA).

**Good Standing** - All dues, assessments and applicable use fees for the member must be current.

**Member** - An owner of the Association having rights described herein and pursuant to the Bylaws.

**Undivided Interest** - This refers to a 1/1950 undivided interest in the real property commonly known as Meramec Valley Campground and RV Park near Cuba in Crawford County, Missouri, as legally described in Exhibit A, attached hereto and expressly incorporated herein. A total of 1,950 serially numbered undivided interests (but no more) and an equal number of memberships have been created for sale.

**Warranty Deed** - A legal real estate document between the seller (grantor) and the buyer (grantee).

## **BYLAW 4**

### **Voting Members**

#### **4.1 Voting Membership**

Any person purchasing an undivided interest, either outright or under contract regardless of membership classification, shall be entitled to one (1) voting membership of the Association. Each membership, of whatever class:

- May be issued in the name of the individual or in the name of two or more persons as joint tenants or tenants in common. Each owner of the membership shall be a member of the Association provided, however, that regardless of how many names the membership may be in, each membership shall be entitled to only one vote.
- Delinquency in payment of membership dues, special assessments, or other monies due the Association, forfeits voting rights until such dues, special assessments, or monies are paid.

#### **4.2 Termination of Voting Membership**

Voting membership in the Association shall terminate when:

- Member(s) transfer(s) or sell(s) said deed.
- Member(s) is/are no longer in good standing.
- All members designated on said deed are deceased.

Any owner of an undivided interest is prohibited from entering into a contract for deed, sell, or transfer to another party (including the Association) of said deed unless the following requirements are met:

- The seller shall provide all balances due to the Association acquired up to the date of the sale or transfer date, if applicable. The seller shall produce proof of clear balance to buyer at time of sale or transfer.
- The seller shall obtain written approval the by Board of Directors before any transfer of said deed either to a third party or to the Association. Any transfer, including but not limited to, by quit claim that is not approved by the Board of Directors will result in legal action by the Association, if deemed necessary.

## **BYLAW 5**

### **Dues, Fees, Assessments, Capital Improvement Projects and Collections**

## 5.1 Dues

In December of each year, an annual invoice will be sent to each member. The annual dues amount will be due and payable in accordance with the payment plans and due dates as outlined in the annual invoice.

The Board shall determine the amount of annual dues based on:

- the costs to administer, operate, and maintain the facility, increases due to inflation, and the costs of planned and budgeted repairs..
- the number of members in good standing and their category of membership.

In no event may the dues of any one membership be increased without increasing the dues of all members proportionately.

## 5.2 Fees

Usage Fees. All members are allowed up to 45 days of camping usage at no charge. Camping usage includes staying within the campground overnight. All camping usage after 45 days will be assessed a daily usage fee. This fee will be determined annually by the Board. Usage payments are due and shall be remitted by the 5th of each month for prior month usage.

Other Facility Fees. Other fees associated with the use of the campground will be reviewed and set by the Board of Directors on an annual basis. Other fees include, but are not limited to, items such as: use of camp buildings for personal functions, golf cart registration fees, and daily pool and fishing passes for non-members.

Assessments. Should it be determined by the Board that the annual dues payments will not cover the normal operating costs of the campground for that specific year, the Board may vote to impose an assessment to each membership to cover the cost of the unexpected expenses. A special meeting will be called before the voting members to review the details of any assessment including, but not limited to, the amount of the assessment, how the funds will be spent and when the assessment is due and payable to the Association.

Exclusive Section (EA and REA) Lot Pricing. Lot pricing for EA and REA sites that are held and available for transfer directly by the Association will be priced individually on an as needed basis by the Board based on the lot size, location and utilities.

# BYLAW 6

## Meetings

### 6.1 Annual Meeting

The Association shall hold an annual meeting of membership on the second Saturday of October each year at 10:00am CST or on such date as may be fixed by the Board.

Purpose. The purpose of the Annual Meeting of members is to elect directors to the Board and to transact such other matters as may properly come before the members.

Any business of the Association may be transacted at an annual meeting without being specifically required by statutes or by the Articles of Incorporation to be stated in such notice. Failure to hold an annual meeting shall not, however, invalidate the corporate existence of the Association or otherwise affect valid corporate acts.

Voting Record. The record date for determining the members entitled to notice of a members' meeting and eligible to vote at such meeting shall be fixed as of forty-five (45) days prior to the date of the meeting.

Notice. Thirty (30) days prior to the Annual Meeting, the Secretary shall give to each membership in good standing notice of such meeting. The notice will include a proxy voting form.

Proxy Voting. A member may vote by proxy executed in writing by the member or duly authorized attorney-in-fact.

Quorum. A quorum must be met for the purpose of conducting the annual meeting.

### 6.2 Monthly Membership Meetings

The Association shall hold a monthly meeting of membership on the third Saturday of each month at 10:00am CST or on such other date as may be fixed by the Board. Such monthly meetings shall be for the purpose of keeping the members

updated on business activities of the Association. No prior notice will be required for monthly meetings; however, any updates or cancellations to such monthly meetings will be posted online.

### **6.3 Special Meetings**

Special meetings of the members may be called by the President, a majority of the Board, or by the written request of a majority of the membership. A notice of any special meeting will be posted online.

### **6.4 Telephonic and Electronic Communication Meetings**

Directors may participate in meetings of the Board by means of a telephone conference or electronic communication. Participation by such means shall constitute presence in person at such meetings.

### **6.5 Adjournment**

Any meeting of the membership, annual or special, may adjourn, from time to time, to reconvene at the same or some other place, and no notice need be given such adjourned meeting other than by announcement.

## **BYLAW 7**

### **Board of Directors**

#### **7.1 Positions**

The Board will consist of a minimum of seven (7) directors, four (4) of which are officers of the Association. Positions are as follows:

##### President (one position [officer])

The President shall preside at the meeting of the members and be Chairman of the Board. The President shall have general responsibility for the management of the business of the Association and shall see that all orders and resolutions of the Board are put into effect.

##### Vice President (one position [officer])

The Vice President shall, in the absence of or during any disability of the President, perform the duties of the President and shall perform such other duties and responsibilities as the Board may, from time to time, determine. The Vice President shall perform all duties incident to the office of the vice president of a corporation and such other duties as may be assigned by the Board and/or the President.

##### Secretary (one position [officer])

The Secretary shall keep minutes of all meetings of the Board and members and shall give required notice of meetings. The Secretary shall have custody of all records, contracts and agreements of the Association and shall attend to such correspondence as the President or Board shall require. Membership records shall be maintained under the direction of the Secretary showing the ownership and termination of all warranty deeds in the Association. The Secretary shall perform all duties incident to the office of the secretary of a corporation and such other duties as may be assigned by the Board and/or the President.

##### Treasurer (one position [officer])

The Treasurer shall have charge of all receipts and disbursements and shall be the custodian of the funds. The Treasurer shall maintain the accounts of the Association at such bank or banks as may be designated by the Board. The Treasurer shall render a financial report at each monthly and annual meeting. The Treasurer or delegate as approved by the Board shall receive and deposit all monies of the Association and shall disburse such funds as necessary for the ordinary course of business. The Treasurer shall perform all duties incident to the office of the treasurer of a corporation and such other duties as may be assigned by the Board or the President.

##### Subordinate Directors (3 or more positions)

The Subordinate Directors shall perform other duties as may be assigned by the Board or the President.

#### **7.2 Duties, Quorum and Voting**

The business and affairs of the Association shall be carried out by the Board. This shall include, but is not limited to:

- general and exclusive charge and control of the business affairs, policies, rules and regulations of the Association.
- holding elections, approving new members, regulating member privileges and approving transfers.
- determining, establishing, and collecting monies due the Association.
- evaluating, employing or contracting the Park Manager(s) performance of the day-to-day operations of the Association.
- performing such other acts as may be incidental to or necessary to the performance of the Association.

A majority of the directors present shall constitute a quorum for the transaction of business. Directors may participate in a meeting of the Board by means of teleconference or similar communications equipment. Each director shall be entitled to one (1) vote. A simple majority of the directors shall carry or reject a resolution.

### **7.3 Position Terms**

At each annual meeting of the members, the members shall elect directors to hold office until the next succeeding annual meeting or until their successors are elected and qualified. Board positions are in effect for 3-year terms. At the end of the 3-year term, the open position will be filled by a vote of the members for those candidates that are running for that specific Board position.

Board position vacancies, however occasioned, may be filled at any time by a majority of the Board. Vacancy positions are filled on a temporary basis and must be confirmed as part of the election process by the members at the next annual meeting.

### **7.4 Nominations**

Any member that wishes to be considered for an open Board position must submit notice to the acting Board at least thirty (30) days prior to the Annual Meeting. All nominees must be a member in good standing and must meet the qualifications to fill the open Board position. Any member running for an executive Board position must declare the specific position desired and may be subjected to a background check.

### **7.5 Removal**

The entire Board may be removed, with or without cause, by a vote of the majority of the members who are in good standing and entitled to a vote on such matters.

Any one director may be removed, with or without cause, by a majority vote by the other directors.

### **7.6 Compensation**

Directors, as such, shall not receive monetary compensation for their services while serving on the Board. While serving on the Board, daily usage fees will not be assessed.

## **BYLAW 8**

### **Membership Records**

Membership records shall be maintained under the direction of the Secretary of the Board showing the ownership and termination of all warranty deeds in the Association.

## **BYLAW 9**

### **Fiscal Year**

The fiscal year of the Association shall be for such period of twelve (12) months and shall run from January 1 - December 31.

## **BYLAW 10**

### **Corporate Seal**

The seal of the Association shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "corporate seal" and "Missouri." The form of the seal of the Association may be changed, from time to time, by resolution of the Board.

## **BYLAW 11**

### **Contracts, Loans, Funds, Annual Reports and Committees**

#### **11.1 Contracts**

The Board may authorize any officer or agent of the Association to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association.

#### **11.2 Borrowing**

The Association may borrow money or become obligated as a co-maker only upon approval of the Board, and no member, officer or director of the Association, individually or as a group, shall have the authority to cause the Association to borrow any funds or to become a co-maker without said approval. The Association shall not make any loans to any member, officer or director either individually or as a group.

#### **11.3 Deposits, Checks, Drafts**

All funds of the Association shall be deposited to the credit of the Association in such banks or other depositories as the Board may select, and disbursements of said funds shall be approved or authorized by the executive officers.

#### **11.4 Independent Audit or Financial Report of Records**

An independent audit or financial report of the records of the Association can be prepared as the Board deems necessary.

#### **11.5 Annual Corporate Report**

The Treasurer of the Association shall cause to be prepared and filed annually any corporate reports required by the laws of the State of Missouri.

#### **11.6 Tax Returns**

The Treasurer of the Association shall cause to be prepared and filed any federal, state or local tax returns required by law.

#### **11.7 Committees**

The Board shall authorize and define the powers and duties of all committees. All committees so authorized shall be appointed by the President and/or Board and subject to confirmation by the Board.

#### **11.8 Insurance**

The Board shall determine, from time to time, what coverage and types of insurance the Association should purchase.

#### **11.9 Budget**

There shall be prepared annually, with the commencement of each new fiscal year, an annual operational budget which shall be presented to the membership at the annual meeting. This budget shall guide the financial affairs of the Association for that fiscal year.

## **BYLAW 12**

### **Miscellaneous**

It shall be the duty of the Board to establish and enforce the rules and regulations of the Association. If a member repeatedly violates the rules, his membership may be terminated by a majority vote of the Board.

## **BYLAW 13**

### **Amendments**

The Bylaws of the Association may be amended or repealed and new Bylaws may be adopted by a vote of the majority of the voting members of the Association.

MNOA

## CERTIFICATE

As required by Article XIV of the Bylaws, I, **Dawn Eads**, being the duly elected Secretary of Meramec Valley Owners' Association, hereby certify that the foregoing Fourth Revised Bylaws were adopted and approved by a vote of the majority of the membership of the Association at the special meeting held on October 16, 2021.

Dawn Eads

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Dawn Eads, Secretary

Meramec Valley Owners' Association





**LEGAL DESCRIPTION**  
**MERAMEC VALLEY CAMP RESORT**  
**EXHIBIT A**

Real estate situated in Crawford County, Missouri, described as follows:

**Tract A**

All of the Northeast Quarter of the Southwest Quarter and all of the Northwest Quarter of the Southeast Quarter of Section 9, Township 39 North, Range 4 West, except the two fractional parts of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 4 West, more particularly described as follows:

Beginning at the Southwest corner of Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 4 West; Thence South  $89^{\circ} 11'$  East, along the South line of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 4 West, 537.24 feet; thence North 116.64 feet to the point of beginning of the tract herein described. Thence South  $86^{\circ} 01'$  East, 253.20 feet; thence North  $3^{\circ} 59'$  East, 66.0 feet; thence South  $86^{\circ} 01'$  East 119.60 feet; thence North  $0^{\circ} 02'$  East, 314.20 feet; thence North  $89^{\circ} 58'$  West, 166.20 feet; thence South  $0^{\circ} 02'$  West, 142.40 feet; thence South  $89^{\circ} 58'$  East, 50.40 feet; thence South  $0^{\circ} 02'$  West, 53.20 feet; thence North  $87^{\circ} 51'$  West, 139.00 feet; thence North  $0^{\circ} 09'$  East, 83.80 feet; thence South  $89^{\circ} 48'$  West, 112.20 feet; thence South  $2^{\circ} 17'$  West, 247.44 feet to the point of beginning and also excluding all of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 9, Township 39 North, Range 4 West lying South and East of Missouri State Highway UU. This tract contains 77.55 acres, more or less.

**Tract B**

A fractional part of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West, more particularly described as follows:

Beginning at the Southeast corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West; thence North  $89^{\circ} 02'$  West, 496.83 feet to the point of beginning of the tract herein described; thence North  $1^{\circ} 02'$  East, 1311.92 feet; thence North  $88^{\circ} 59'$  West, 830.0 feet to the Northwest corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West; thence South  $1^{\circ} 02'$  West, 1312.64 feet to the Southwest corner of the Southeast one quarter of the Northwest one quarter of Section 9, Township 39 North, Range 4 West; thence South  $89^{\circ} 02'$  East, 830.0 feet to the point of beginning. This tract contains 25.0 acres, more or less.

***The total of both tracts contains 102.55 acres, more or less.***