

**BY-LAWS
OF
CLARKSON WOODS
SUBDIVISION
ASSOCIATION, INC.**

Effective _____, 2025

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BY-LAWS OF CLARKSON WOODS SUBDIVISION ASSOCIATION, INC.

ARTICLE ONE NAME, MEMBERSHIP, DEFINITIONS

1.1 Name. The name of the Association is, and shall be, Clarkson Woods Subdivision Association, Inc. ("Association"). The Association is the homeowners' association of the Clarkson Woods Subdivision pursuant to the "Restated Indenture of Trust and Restrictions of Clarkson Woods Subdivision Plat Nos. 1, 2, 3, 4, and 5" as recorded on _____ in Book _____, Page _____ of the records of St. Louis County, Missouri, as may be amended ("Indenture" or "Restatement") and the Articles of Incorporation of Clarkson Woods Subdivision, Inc., a Missouri nonprofit corporation, filed with the Missouri Secretary of State April 30, 2013.

1.2 Membership. The Members of the Association shall consist of the Lot Owners in the Clarkson Woods Subdivision. The membership of each Lot Owner shall terminate when the Owner ceases to own a Lot in the Subdivision. Upon the sale, transfer or other disposition of an ownership interest in a Lot, membership in the Association shall be automatically transferred to the Owner succeeding to such ownership interest. The terms "Member", "Lot Owner" and "Owner" are used interchangeably in these By-Laws. During a Member's ownership of a Lot, the Member shall not transfer, assign or otherwise convey a Membership interest unless expressly provided in the Governing Documents.

1.3 Definitions. The definitions contained in the Indenture shall apply to these By-Laws. In addition, the following definitions shall apply:

(a) **"Community Manager"** means the professional managing agent of the Association.

(b) **"Majority"** means those votes totaling more than 50% of the total eligible votes in the Association pursuant to the allocation of one vote per Lot.

(c) **"Email"** means an electronic communication or transaction made in accordance with the Missouri Uniform Electronic Transactions Act, Mo. Rev. Stat. §432.200, *et seq.*, (2010), as may be amended.

ARTICLE TWO ASSOCIATION MEETINGS AND VOTING

2.1 Annual Meetings. The annual meeting of the Association shall be held during the month of October or such later date as practical. At the annual meeting, the election results for Directors of the Association shall be announced. The Members may transact such other business as may properly come before them, provided that written notice of such business is given to all Members at least fourteen (14) days in advance of the meeting.

2.2 Location of Meetings. Meetings of the Association shall be held within the Clarkson Woods Subdivision, or such other convenient location in St. Louis County as may be designated by the Board.

2.3 Special Meetings. Special meetings of the Association may be called by resolution of a majority of the Board, or upon a petition to the Board signed by at least twenty percent of the Members in Good Standing. The notice of any special meeting shall state the date, time, and place of such meeting and the purpose thereof. Only business stated in the notice may be transacted at a special meeting.

2.4 Notice of Meetings. The Board shall provide to each Member a notice of each annual or special meeting of the Association stating the purpose and the date, time, and place of the meeting. Notices shall be served by mail, email, or personal delivery not less than fourteen (14) nor more than thirty (30) days before a meeting. Notice shall only be provided by email if a Lot Owner gives prior written consent to receive Association meeting notices through a specific, designated email address. If an owner gives such consent, the Association may use the designated email address for service of notices until the consent is modified or revoked, in writing, by the Lot Owner. Notice of a meeting in the manner provided in this Section shall be considered service of notice.

2.5 Waiver of Notice. In the event the notice of an Association meeting under Section 2.4 is deficient in any way, a Member may waive such deficiency (a) by written waiver either before or after the meeting; or, (b) by personal attendance at the meeting, unless the Member specifically objects to lack of proper notice at the time the meeting is called to order. With respect to a special meeting of the Association, attendance at such meeting also shall be deemed waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice.

2.6 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum (Section 2.8) is not present, the Board shall reschedule the meeting and notify the Members of the rescheduled meeting. At the rescheduled meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted.

2.7 Voting Procedures. The purpose of the following voting procedures is to provide each Member an opportunity to have his or her voice heard directly on any matter to be taken by the Members. The voting rights of the Members are set forth in the Indenture. For actions required to be taken at a meeting, Members may vote in-person at the meeting with use of a ballot, by proxy or by an absentee ballot; all as more particularly detailed in this Section 2.7. For all other matters, Members may vote by any authorized method in this Section 2.7 including ballot.

(a) Voting by Ballot. For actions to be taken at a meeting, the Association shall provide each Lot represented at the meeting a ballot to cast one vote on each action be decided upon at that meeting by the Members.

For actions that need not be taken at a meeting, the Association shall mail (or email) a ballot that contains the proposed action/vote and the deadline for submission by mail or Email; the deadline shall not be less than fourteen (14) days from date sent. At the board's discretion, any voting deadline may be extended upon notice to the owners.

(b) Voting by Proxy. A Member may appoint a proxy holder to cast a ballot at a meeting of the Members. Any proxy submitted must be in a form created or approved by the Board and contain the Member's name printed, his or her signature, address within Clarkson Woods, and printed name of the proxy holder. The proxy shall be submitted to the Board prior to the meeting by mail or Email.

1. Directed Proxy. A Directed Proxy shall bind the Proxy Holder to submit a ballot at the meeting as directed by the Member.

2. General Proxy. A General Proxy shall authorize the Proxy Holder to vote on all matters to be voted upon at a meeting. However, no Proxy Holder may hold more than two (2) general proxies.

3. Conflicting Proxies. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

4. Qualification of Proxy Holder. A proxy holder must be a Member of the Association, legal counsel of the Association or an attorney for the Member.

5. Revocation of Proxy. Lot proxy shall be revocable and shall automatically cease upon (i) conveyance of any Lot for which it was given, (ii) receipt by the Secretary of a written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person, (iii) adjournment of the meeting for which the proxy is given, or (iv) eleven months from its date of execution.

6. Association Form. The Board may require use of an approved proxy, which shall not have any vote pre-filled completed.

(c) Voting by Absentee Ballot. The Association may provide each Member an Absentee Ballot, as prepared by the Association, to cast his or her vote on actions to be decided upon at a meeting of the Members. The Absentee Ballot shall contain the proposed action/vote and the deadline for submission by mail or Email; the deadline shall not be less than fourteen (14) days from date sent.

A Member that timely submits an Absentee Ballot shall be deemed present for the purposes of determination of quorum. Only the absentee ballot prepared by the Board is valid.

(d) Multiple Owners. Multiple Owners of a lot shall be deemed to be one Member and shall collectively be entitled to one vote. If only one of several Owners of a lot casts a vote, by any means permitted in these By-Laws, that Owner is entitled to cast the vote allocated to

that lot. If more than one of the Owners is present, the vote allocated to that lot may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is a majority agreement if any one of the Owners casts the vote allocated to the Lot without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot. In the event of such protest, the vote allocated to that the Lot shall not be counted.

(e) **Voting by Legal Entities.** If an Owner is a corporation (or other legal entity recognized at law), any designated officer of such entity may cast the vote allocated to such lot. The person presiding over the meeting may require written authorization that the person voting on behalf of such entity is authorized to so vote.

(f) **Lots Owned by Association.** No vote of a lot owned by the Association may be cast.

(g) **Ineligible Members.** The lot of any Member who is not a Member in Good Standing is not eligible for voting purposes and shall not be counted in determining whether a quorum is present at any meeting.

(h) **No Cumulative Voting.** There shall be no cumulative voting.

2.8 Quorum. The presence at the beginning of any duly called meeting, in person or by proxy, of twenty percent of the votes in the Association shall constitute a quorum at any meeting of the Association. If a meeting is adjourned for a lack of quorum (Section 2.6), it shall be reduced to ten percent of the votes in the Association. Any provision in the Indenture concerning quorums is specifically incorporated herein.

2.9 Action by Association. The Association may take action by the affirmative vote of a majority of the Members in Good Standing present at a meeting (in person or by proxy) at which a quorum is present, or by ballot under Section 2.7(e), unless a different percentage is expressly provided by the Governing Documents for specific actions.

ARTICLE THREE

BOARD OF DIRECTORS. QUALIFICATIONS. MEETINGS.

ELECTIONS AND VOTING

3.1 Governing Body. The affairs of the Association shall be governed by a Board of Directors ("Board") consisting of five (5) lot owners.

3.2 Terms. Directors shall be elected for and serve three (3) year terms. Directors may be re-elected for an unlimited number of successive terms. Director's terms shall be staggered so that two Directors are elected in each of the first and second years of a three-year cycle and one Director is elected in the third year of the three-year cycle.

3.3 Vacancies. In the event of the death, disability, resignation or removal of a Director, such Director shall be deemed to have vacated the Director's position. The remaining Board of Directors shall, by majority vote, appoint a member in good standing to fill the vacancy until the next annual election of which election a Director shall be elected to complete remaining

term of the vacated director. In the event all Board of Directors positions are vacated simultaneously, the managing agent is authorized to organize and conduct an election, pursuant to these By-Laws, to fill the vacated positions. In the absence of a managing agent, any five volunteer Owners may organize to conduct an election, pursuant to these By-Laws, to fill the vacated positions.

3.4 Elections. Elections for the Board of Directors shall occur annually, with at least one director elected each year pursuant to the staggered term cycle set out above in Section 3.2.

3.5 Election Voting. Election voting may occur without the requirement of a meeting of members pursuant to the voting procedures allowed and described in Section 2.7. An owner who is not a member in Good Standing is not eligible to vote in an election.

3.6 Eligibility. In order to become a candidate for election to the Board of Directors, a person must be:

1. Either a Lot owner of record or a duly appointed representative of an entity which is the record owner of a Lot; and
2. A member in Good Standing at both the time of candidacy and the date of election

3.7 Election Procedure. Elections for the board of directors shall be administered by either the community manager or a third-party election administration service. A notice of election and request for nominations shall be sent to all members at least sixty (60) days prior to election. The nominees and voting instructions shall be sent to all members in good standing. On the election date ballots shall be tabulated and results announced as soon as reasonably possible. The new Board shall be seated at the first board meeting following the election. Members may cast one vote for each vacant board position, but may not vote more than once for a single candidate (i.e. no cumulative voting). Candidates receiving the highest vote totals shall be declared elected. In the event of a tie vote the winner shall be determined by a coin flip.

3.8 Organization Meetings. The first meeting of the Directors following each annual meeting shall be held within 30 days thereafter at such time and place as set by the Board to elect officers, determine a schedule of Board meetings, authorize signatories on bank accounts, and address other organizational matters.

3.9 Regular Meetings. Regular Board meetings shall be held at such time and place as determined by the Board, but such meetings shall be held at least quarterly. The agenda and notice of regular Board meetings shall be published to the Directors at least ten (10) days prior to such meetings.

Except in an emergency, Directors may discuss any matter by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other subject to Section 3.6. Information may be disseminated among the Directors by email, but decisions must be made at a meeting.

3.10 Special Meetings. Special meetings of the Board shall be held when called by notice by the President or by a majority of the Board specifying the time and place of the meeting and the nature of any special business to be considered.

3.11 Notice; Waiver of Notice. Notices of Board meetings shall be given to each Director by personal delivery, mail, email, or by such other means reasonably expected to communicate such notice promptly, shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be conducted. The transactions of any meeting of the Board shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and

(b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes.

3.12 Quorum and Action of Board. A majority of the Directors, present at the beginning of any Board meeting, shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board.

3.13 Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep minutes of Board meetings, recording all Board resolutions and transactions and proceedings occurring at such meetings.

3.14 Compensation. No Director shall receive any compensation for acting as such. A Director shall be entitled to reimbursement for actual and reasonable expenses incurred on behalf of the Association upon Board approval. Nothing herein shall prohibit the Association from compensating a Director, or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, subject to conflict of interest procedures (Section 3.12).

3.15 Open Meetings; Executive Session. All meetings of the Board shall be open to all Members. The Board shall designate portions of the meetings for the purpose of participation by the Members; otherwise, Members may attend but not participate in Board meetings.

The President may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than the Directors, to discuss such matters as communications with legal counsel, litigation, competitive bids, personnel matters, disciplinary matters, and such other matters in which the Board believes confidentiality or privacy should be preserved.

3.16 Consent to Corporate Action. If the Directors individually or collectively consent in writing to any action taken or to be taken by the Board, and the number of the Directors constitutes a quorum for such action, such action shall be valid as though it had been authorized at a meeting of the Board. The Secretary shall file such consents with the minutes of the next official Board meeting.

3.17 Conflict of Interest. Any Director who has a financial interest or other conflict of interest in connection with any transaction or business of the Board shall fully disclose same before the Board votes on such matter and said Director shall abstain from discussion and voting. The remaining Directors may appoint a disinterested Owner to the Board for the limited purpose of voting upon such matters.

3.18 Training; Code of Ethics. The Board may, as a Common Expense, provide funding for publications of and membership in the Community Associations Institute and other appropriate nonprofit organizations and for training and education of Directors, and shall adopt a code of ethical conduct for Directors.

ARTICLE FOUR **OFFICERS**

4.1 Designation. The officers of the Board shall be a President, Secretary, and Treasurer, all of whom shall be elected by the Board from among the Directors. The Board may elect other officers, as it deems reasonable, and such officers shall have the authority and perform the duties as prescribed by the Board. Any two or more offices may be held by the same person, except for President and Secretary.

4.2 Election and Term of Office. The officers shall be elected annually by the Board at the first meeting of the Board following each annual election.

4.3 Removal and Vacancies. The Board may remove any officer whenever in its judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, until the next annual election. An officer that is removed shall remain a Director.

4.4 Powers and Duties. The officers shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may be specifically conferred or imposed by the Board. The President shall preside over meetings of the Association. The Treasurer shall act as President in the absence of the President. The Secretary shall keep all official records and minutes of the Board and Association and provide all required notices. The Treasurer shall maintain all financial records and facilitate preparation of the budget.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks. All agreements, contracts, deeds, leases, checks and other instruments of the Association approved by the Board shall be executed by any officer or the managing agent; provided, however, in the event of an emergency, the President shall have such authority as reasonably necessary under the circumstances to act on behalf of the Association.

4.7 Certification. The President and Secretary, or any other Director as authorized by the Board, shall be authorized to prepare, execute and record amendments to the Indenture, contracts and other instruments and documents on behalf of the Association, and the Secretary, or any other Director as authorized by the Board, shall be authorized to certify any instrument or document requiring certification.

4.8 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors.

ARTICLE FIVE

ADMINISTRATION OF ASSOCIATION

5.1 Authority. The Board shall be responsible for administering and directing the affairs of the Association and shall have all the powers and duties necessary or inferable to administer the Association, and, as provided by law, may do all acts and things as are not by the NCA, Articles of Incorporation or Indenture exclusively reserved to be exercised by the Members.

5.2 Administrative Powers and Duties. In addition to the powers and duties imposed by the Act and Indenture, these By-Laws or by any resolution of the Association, the Board shall have the following administrative powers and duties:

(a) Annual Budget. To prepare the annual budget and approve the budget in the manner provided in the Indenture.

(b) Capital Improvement. The Association may pay for a capital improvement without approval of the Owners if the cost is less than fifteen percent (15%) of the Association's annual budget. Otherwise, to fund the capital improvement, the Association shall propose such funding by vote of the members. For purposes of this Section, "capital improvement" means any physical improvement to the Common Ground not part of the Clarkson Woods Community at the time recording of the Restatement.

(c) Loan Repayment. To repay funds borrowed be provided for in the budget by a separate line item for "debt service."

(d) Care of Common Ground. To provide for the operation, care, maintenance, repair and replacement of the Common Ground consistent with community-wide standards.

(e) Professional Services. To obtain professional services, independent contractors, and to employ, compensate and terminate such employees as are necessary to carry out the Association's responsibilities and, as reasonable and necessary, to purchase such equipment, supplies, and materials to be used by such personnel in the performance of their duties.

(f) Service Providers. To make or contract for the making of repairs, additions, and improvements to or alterations of the Common Ground in accordance with the Indenture, and to obtain competitive bids.

(g) Banking. To open bank accounts on behalf of the Association with insured depositories and designate the signatories required, to deposit all funds received on behalf of the Association, and to use such funds to operate the Association. Reserve funds for repair and replacement shall be held in separate accounts from operating funds, and the managing agent

shall not have access to withdraw reserve funds.

(h) Contracts. To arrange or contract for and to pay the cost of all services rendered to the Association or its Members and not chargeable to individual Members.

(i) Accounting. To keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration. All books and records shall be kept in accordance with generally accepted accounting principles (“GAAP”) and preserved for the period of time required by applicable law or regulation. A financial review of the accounts of the Association may be made periodically in compliance with GAAP for entities such as the Association. The Members, by majority of the votes in the Association, may vote to require that the accounts of the Association be subjected to a financial review or audit as a Common Expense by a certified public accountant.

(j) Committees. To establish committees, and to appoint chairs and members thereof, to perform such tasks and to serve for such periods as may be designated by a resolution which shall set forth the committee's duties, powers and duration. Each committee shall operate in accordance with the terms of the Board resolution and with Rules adopted by the Board.

(k) Community Manager. To employ a Community Manager to perform such duties and services as the Board shall authorize, but the Board may not delegate the approval of budgets and assessments; adoption, amendment or termination of Rules; opening bank accounts or designation of signatories; and enforcement by legal means of any provision of the Governing Documents. The Association shall not enter any management agreement that has a term of more than three (3) years or that cannot be terminated without cause upon ninety days’ notice.

5.3 Collection of Assessments. The Association shall collect assessments pursuant to Indenture Article VI and as follows:

(a) Use of Collection Agency/Legal Counsel. The Association may use the services of a collection agency and/or attorney to recover unpaid assessments, late fees, interest, costs or other charges due to the Association. The Member shall be responsible for reasonable attorney’s fees and costs incurred.

(b) Allocation of Payments. Any payments on a delinquent account shall be applied in the following manner: (1) costs, (2) attorney's fees, (3) Community Manager (or other professional) fees, (4) late fees, (5) interest, (6) principal amount of assessments due including special assessment, if any, (7) other costs and expenses, and (8) amount of accelerated assessment.

(c) Member in Good Standing. Any Member who is not a “Member in Good Standing”, as defined in the Indenture, shall not be entitled to vote or serve as a Director.

(d) Collection Procedures. The Board may adopt Rules to provide for the efficient and effective collection of unpaid assessments.

5.4 Notice of Violation and Opportunity to be Heard. The Association shall have the power, as provided in the Indenture, to impose penalties for any violation of the Governing Documents. The following procedures shall apply prior to imposition of penalties:

(a) **Notice.** The Board shall notify the alleged violator (“Respondent”) with written notice describing (1) the nature of the alleged violation, (2) the proposed penalty to be imposed, (3) a period of not less than fourteen (14) days within which the alleged violator may request a hearing for the Board (which may be reduced if the Board believes that a risk to health or safety is present), and (4) a statement that the proposed penalty shall be imposed as contained in the notice unless a written request for hearing is received within fourteen (14) days of the notice. If a timely request for a hearing is not made, the penalty stated in the notice shall be imposed; provided the Board may but shall not be obligated to, suspend any proposed penalty. Such suspension shall not constitute a waiver of the right to penalize future violations of the same or other provisions of the Governing Documents by any Person.

(b) **Hearing.** If a hearing is timely requested by the Respondent, the hearing shall be held in executive session unless the Respondent requests the hearing be conducted during open session. The purpose of the hearing is to provide the Respondent with an opportunity to be heard by presenting facts and witnesses in response to the alleged violation prior to the levy of a fine.

Any failure to comply with this Section 4.4 shall not invalidate any fine levied so long as the Owner had actual notice of the hearing.

5.5 Access to Books and Records. The membership register, financial books and records, minutes of meetings of the Members, the Board, and committees, and other records of the Association shall be made available for inspection and copying by any Member or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place as the Board shall prescribe. Copies may be provided electronically in a reasonably available electronic format. Any costs incurred by the Association, including costs of copies, time incurred gathering, and time spent by Owner during inspection, shall be the responsibility of the Owner.

(a) **Privileged Books and Records.** Correspondence and other records protected by attorney-client privilege or other legally recognized privilege, or records containing private information of a Member (e.g. credit card information), are not subject to inspection by Members without the Board’s consent.

(b) **Written Request.** A Member shall submit to the Board a written request to access the Association’s records, and the request shall describe the particular records to be accessed and state a valid purpose. The Board may establish reasonable rules with respect to notice to be given to the custodian of the records by the Member desiring to make the inspection, payment of the cost of reproducing copies of documents requested by a member, and such other matters related to carrying out the purposes of this Section.

(c) **Right of Director.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association unless the Director has a conflict of interest. The right

of inspection by a Director includes the right to make extracts and copies of documents at his or her expense.

5.6 Board Standards. The Board shall be guided by the following standards:

(a) **Business.** While conducting the Association's business affairs, the Board shall be protected by the business judgment rule. The business judgment rule protects a Director from personal liability so long as the party claiming liability does not prove that the Director failed to (1) act within his or her authority, (2) serve in a manner the Director believes to be in the best interests of the Association and its Members, (3) serve in good faith, or (4) act with such care as an ordinarily prudent person in a like position would use under similar circumstances.

(b) **Governance.** In conducting its governance functions, the Board's decisions and actions shall be governed and tested by the rule of reasonableness. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

(c) **Operations.** Operational standards of the Board and any committee appointed by the Board shall be the requirements set forth in the Governing Documents or the minimum standards established by the Board. Operational standards may evolve as the needs and demands of the Clarkson Woods Community and the Association change over time.

ARTICLE SIX **INSURANCE**

6.1 Association Insurance. The Association shall maintain, to the extent reasonably available and with such coverage as the Board, in its discretion, may determine:

(a) **Property Insurance.** The Association may maintain a Property Policy ("Property Policy") insuring the Common Ground (excluding land).

(b) **Liability Insurance.** Liability insurance shall be provided in an amount determined by the Board, but in no event less than \$1,000,000.00, covering all occurrences commonly insured against for death, bodily injury, property damage and personal injury arising out of or in connection with the use, ownership or maintenance of the Common Ground, and the activities of the Association. A community manager, if any, shall be named as an insured.

Insurance policies carried pursuant to this subsection (b) shall provide that:

(i) Each Owner is an insured under the policy with respect to liability arising out of the interest of the Owner in the Common Ground or membership in the Association;

(ii) The insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner;

(iii) An act or omission by an Owner, unless acting within the scope of the

Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy;

(iv) The insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, except for nonpayment which shall be ten (10) days notice.

6.2 Other Insurance Policies of the Association. The Association, to the extent reasonably available, shall maintain the following insurance policies.

(a) **Fidelity Insurance.** Fidelity insurance is required for anyone who either handles or is responsible for funds held or administered by the Association, including a community manager (if any), whether or not he receives compensation for his services. The bond or insurance shall name the Association as obligee and it shall cover the maximum funds that will be in the custody of the Association or the manager at any time while the bond or insurance is in force in the sum of at least three months' assessments plus reserve funds.

(b) **Directors' and Officers' Liability Insurance.** The Association shall obtain and maintain directors' and officers' liability insurance covering all of the Directors, Officers and committee members of the Association, and the managing agent (if any), for claims of monetary damage and non-monetary relief, fair housing, and such other coverages as the Board shall deem reasonable, for administrative, judicial and alternative dispute resolution proceedings, in such limits as the Board may determine.

(c) **Additional Coverage.** The Board is authorized to obtain and maintain additional insurance coverage as deemed reasonable to the Board.

ARTICLE SEVEN

GENERAL PROVISIONS

7.1 Fiscal Year. The fiscal year of the Association shall be a calendar year unless otherwise set by resolution of the Board.

7.2 Parliamentary Rules. The Board may establish procedures to govern the conduct of Association proceedings when not in conflict with Missouri law or the Governing Documents. The failure to follow such procedures shall not invalidate any actions of the Association or Board so long as the action is otherwise valid.

7.3 Notices. Unless otherwise provided in these By-Laws, all notices, demands, bills, statements, or other communications under these By-Laws shall be in writing and shall be deemed to have been duly given if delivered personally, or sent by first class U.S. mail, postage prepaid, or by email:

(a) To a Member, at his lot address unless the Member has designated a different address for mail or by email, in writing and filed with the Secretary; or

(b) To the Association, Board, or Community Manager, at the principal office of the Association or the Manager, if any, or at such other address as shall be designated by the notice in writing to the Members pursuant to this Section.

7.4 Amendment. These By-Laws may be amended only as provided in Article IX, Section 1.1 of the Indenture.

7.5 Applicability. These By-Laws shall be effective upon adoption by a majority of the Members of the Association.

7.6 Status. The Association is and shall be organized as a nonprofit corporation under Mo. Rev. Stat. Chapter 355, the Missouri Nonprofit Corporation Act.

7.7 Office. The principal office of the Association shall be located within St. Louis County, as determined by the Board or at the principal office of the Community Manager.

7.8 Severability. Invalidation of any one of the provisions of these By-Laws, by judgment, order or decree shall in no way affect any other provision of these By-laws, each of which shall remain in full force and effect.

Certification

We, the undersigned, being the President and Secretary of the Board of Directors of Clarkson Woods Subdivision Association, Inc., a Missouri nonprofit corporation, do hereby certify that the foregoing By-Laws constitute the By-Laws of said Association, as duly adopted by the Members of the Association.

IN WITNESS WHEREOF, we have hereunto subscribed our names this _____ day of _____, 2025.

CLARKSON WOODS SUBDIVISION
ASSOCIATION INC., a Missouri nonprofit
corporation,

By: _____
President

Attest:

Secretary