

BYLAWS OF
WOODSMILL SUBDIVISION
HOMEOWNERS' ASSOCIATION
A Missouri General Not-For Profit Corporation

ARTICLE I
PURPOSES

The purposes of the Association shall be those non-profit purposes stated in the Articles of Incorporation, as may be amended, including without limitation, administration and enforcement of the Third Amendment To Indenture of Restrictions of Woodsmill Subdivision recorded in Book 7588 Pages 639 / 676 in the Office of the St. Louis County Recorder of Deeds, and the Fourth Amendment To Indenture Of Restrictions Of Woodsmill Subdivision recorded in Book 16917 Pages 0251 / 0258 (together "Indentures") and any future amendments, modifications or restatements to such Indentures.

ARTICLE II
RESTRICTIONS

The assets of the Association will be distributed on dissolution as follows: The Board of Directors shall, after paying or making provisions for paying all liabilities of the Association, dispose of the remaining assets of the Association only for the purposes of the Association or in such other manner as permitted by Section 501(c)(4) of the Internal Revenue Code.

No part of the net earnings of the Association shall inure to the benefit of, or be distributable to its members, trustees, directors, officers, or any other private persons or entities, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article I above.

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 or in opposition to any candidate for public office.

The Association shall not engage in or otherwise carry on any activity not permitted to be engaged in or carried on by a corporation exempt from federal income tax pursuant to

501(c)(4) of the Internal Revenue Code or the corresponding section of any future federal tax code.

ARTICLE III **OFFICES**

The principal office of the Association in the State of Missouri shall be located in the County of St. Louis. The Association may have such other offices within or without St. Louis County as may be appropriate from time to time.

The registered office of the Association required under the laws of the State of Missouri to be maintained in the State of Missouri may be, but need not be, identical with the principal office in the State of Missouri, and the address of the registered office may be changed from time to time in conformity with the laws of the State of Missouri.

ARTICLE IV **MEMBERSHIP**

The Association shall have members but shall issue no certificates or shares of stock. The members of the Association shall be those persons who are the owners of lots in Woodsmill Subdivision (“Subdivision”). Any conveyance or change of ownership of a lot shall carry with it membership in the Association. No member shall have the right to assign, convey, pledge or otherwise alienate his membership in the Association except as incident to the ownership of a lot.

ARTICLE V **BOARD OF DIRECTORS**

- A. **Management.** The affairs of the Association shall be managed, supervised and controlled by a self-perpetuating Board of Directors consisting of not more than seven (7) Directors. The initial Directors shall be those persons appointed by the Incorporator pursuant to applicable law. Thereafter, the Directors shall be the same persons elected, from time to time, as Trustees pursuant to the Indentures. There shall be the same number of Directors as there are Trustees, with one (1) Trustee serving for each zone within the Subdivision.
- B. **Election, Term and Succession of Directors.** The election, term and succession of the Directors shall be as provided in the Indentures for Trustees.
- C. **Meetings.** The Annual Meeting of the Board of Directors shall be held on the first Thursday of the month of December of each year commencing in 2008, and all meetings of the Board, regular or special, shall be held at the principal

office of the Association, or at such time and place within or without the State of Missouri as shall be designated by the President or if not designated by the President then as determined by the Board of Directors. The annual meeting shall be held for the purpose of electing officers and transacting such other business as may come before the meeting. Special meetings of the Board of Directors may be called by or at the request of the President, or in the President's absence by the Secretary, Treasurer, or by any two (2) Directors.

Members of the Board of Directors, or of any committee designated by the Board of Directors, may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other, and participation in a meeting in this manner shall constitute presence in person at the meeting.

Any action which is required to be or may be taken at a meeting of the Directors may be taken without a meeting if consents in writing (whether signed in person or transmitted via facsimile or electronic mail), setting forth the action so taken, are signed by all of the members of the Board. The consent shall have the same force and effect as a unanimous vote at a meeting duly called and held, and may be stated as such in any certificate or document. The Secretary shall file the consents with the minutes of the meetings of the Board of Directors or of the committee, as the case may be.

- D. **Notice.** Notice of any annual or special meeting shall be given in the manner provided in the Indentures for meetings of Trustees. Any Director or member may waive notice of any meeting.
- E. **Quorum.** Three (3) Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors.
- F. **Manner of Acting.** The act of the majority of the Directors present at a meeting of the Directors at which a quorum is present shall be the act of the Board of Directors.
- G. **No Compensation.** No Director shall receive any compensation for serving as such but may receive reimbursement for ordinary and necessary expenses incurred on behalf of the Association.

ARTICLE VI **OFFICERS**

- A. **Number and Election.** The officers of the Association shall be a President, a Secretary and a Treasurer. The Board of Directors may also elect one (1) or more additional Vice Presidents, Assistant Secretaries and Assistant

Treasurers. All officers shall be elected initially at the first meeting of the Directors and thereafter at the annual meeting of the Directors by a majority of those Directors present and said officers shall hold office at the pleasure of the Directors for a term of one (1) year or until their successors shall have been elected and qualified. Where a vacancy occurs in an office, it shall be filled by the Directors for the unexpired term. Any two (2) or more offices may be held by the same person.

- B. **President.** The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Board of Directors, shall have the power to transact all of the usual, necessary and regular business of the Association as may be required and, with such prior authorization of the Board as may be required by these Bylaws, to execute such contracts, deeds, bonds, other evidences of indebtedness, leases and all other documentation which may be required by the Association; and, in general, the President shall perform all such other duties incident to the office of President and chief executive officer and such other duties as may from time to time be prescribed by the Board of Directors.
- C. **Secretary.** The Secretary shall record and preserve the minutes of the meetings of the Board of Directors and all committees of the Board, shall cause notices of all meetings of the Board of Directors to be given, and shall perform all other duties incident to the office of Secretary or as from time to time directed by the Board of Directors or by the President.
- D. **Treasurer.** The Treasurer shall have charge and custody of and be responsible for all funds of the Association, shall deposit such funds in the manner provided in Article VII, section C, and shall make reports to the Board of Directors as requested by the Board. The Treasurer shall see that an accounting system is maintained in such a manner as to give a true and accurate accounting of the financial condition and transactions of the Association, that reports of such matters are presented promptly to the Board of Directors, that all expenditures are presented promptly to the Board of Directors, that all expenditures are made to the best possible advantage, and that all accounts payable are presented promptly for payment. The Treasurer shall further perform such other duties incident to the office and as the Board of Directors or the President may from time to time determine.
- E. **Removal and Resignation.** Any officer may be removed, with or without cause, by the vote of a majority of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President or the Secretary. Any such resignation shall take effect on the specified date. No acceptance of a resignation shall be necessary to make it effective.

ARTICLE VII
GENERAL PROVISIONS

- A. **Contracts.** Except as in these Bylaws otherwise provided or restricted, the Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances; and, unless so authorized, no officer, agent or employee shall have any power or authority to bind the Association by any contract or engagement or to pledge its credit or to render it liable pecuniarily for any purpose or in any amount unless in the ordinary course of business.
- B. **Loans.** Unless in the ordinary course of business, no loans shall be contracted on behalf of the Association and no negotiable paper shall be issued in its name, unless and except as authorized by the Board of Directors in accordance with the provisions of these Bylaws. To the extent so authorized, any officer or agent of the Association may effect loans and advances at any time for the Association from any bank, trust company, or other institution, or from any individual or entity, and for such loans and advances may make, execute and deliver promissory notes, bonds or other evidences of indebtedness of the Association, and when authorized as aforesaid, may pledge, hypothecate or transfer any and all stocks, securities and other personal or real property at any time held by the Association as security for the payment of any and all loans, advances, indebtedness and liabilities of the Association, and to that end may endorse, assign and deliver the same.
- C. **Deposits.** All funds of the Association shall be deposited from time to time to the credit of the Association with such banks, brokerage firms, trust companies or other depositories as the Board of Directors may select or as may be selected by any officer or officers, agent or agents of the Association to whom such power may be delegated from time to time by the Board of Directors.
- D. **Payments.** All checks, drafts or other orders for the payment of money, notes, acceptances or other evidence of indebtedness issued in the name of the Association, shall be signed by the President, or in the President's absence by the Secretary, or the Treasurer or such officer or officers, agent or agents of the Association, and in such manner as shall be determined from time to time by resolution of the Board of Directors in accordance with the provisions of these Bylaws. Endorsements for deposit to the credit of the Association in any of its authorized depositories may be made without countersignature, by the President, Secretary or Treasurer, or by any other officer or agent of the Association to whom the Board of Directors, by resolution, shall have delegated such power, or by hand-stamped impression in the name of the Directors.

- E. **Special Bank Accounts.** The Board of Directors from time to time may authorize the opening and maintaining special accounts with such banks, brokerage firms, trust companies or other depositories as the Board of Directors may select and may make such rules and regulations with respect thereto, not inconsistent with the provisions of these Bylaws, as they may deem expedient.

ARTICLE VIII **AMENDMENTS**

These Bylaws may be amended by a majority vote of the Board of Directors; however, no amendment shall be in conflict with or contrary to the Indentures.

ARTICLE IX **NO CORPORATE SEAL**

The Association shall not have a formal seal.

ARTICLE X **FISCAL YEAR**

The fiscal year of the Association shall be as determined by the Board of Directors from time to time.

ARTICLE XI **INDEMNIFICATION**

- A. **Mandatory Indemnification.** The Association shall indemnify any Director who was successful, on the merits or otherwise, in the defense of any proceeding to which the Director was a party because he or she is or was a Director of the Association, against reasonable expenses actually incurred by the Director in connection with the proceeding.
- B. **Permissive Indemnification.**
1. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association, or is or was serving at the

request of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity, against expenses, including attorney fees, expert witness fees, costs of investigation, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or process if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, by order, by settlement, by conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his or her conduct was unlawful.

2. The Association may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other entity against expenses, including attorney fees, expert witness fees, costs of investigation and amounts paid in settlement actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Association unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for such expenses which the court shall deem proper.
3. To the extent that a Director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsections 1 and 2 of this section, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorney fees,

expert witness fees, costs of investigation, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding.

4. Any indemnification under subsections 1 and 2 of this section, unless ordered by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this section. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the action, suit, or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.
5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by the Association as authorized in this section.
6. The indemnification provided by this section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under Section 537.117, RSMo., any other provision of law, the Articles of Incorporation of the Association or these Bylaws or any agreement, vote of disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.
7. The Association shall have the power to give any further indemnity, in addition to the indemnity authorized or contemplated under other subsections of this section, including subsection 6, to any person who is or was a Director, officer, employee or agent, or to any person who is or was serving at the request of the Association as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, provided such further indemnity is either: (a) authorized, directed, or provided for in the Articles Of Incorporation of the Association or any duly adopted amendment thereof, or (b) is authorized, directed, or provided for in these Bylaw

or agreement of the Association which has been adopted by a vote of the Board of Directors of the Association, and provided further that no such indemnity shall indemnify any person from or on account of such person's conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

8. For the purpose of this section, references to the “the Association” include all constituent entities absorbed in a consolidation or merger as well as the resulting or surviving entity so that any person who is or was a Director, officer, employee or agent of such a constituent corporation or is or was serving at the request of such constituent corporation as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving corporation as he or she would if he or she had served the resulting or surviving corporation in the same capacity.
9. For purposes of this section, the term “other enterprise” shall include employee benefit plans; the term “fines” shall include any excise taxes assessed on a person with respect to an employee benefit plan; and the term “serving at the request of the Association” shall include any service as a Director, officer, employee or agent of the Association which imposes duties on, or involves services by, such Director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the Association” as referred to in this section.

- C. ***Insurance.*** The Association may purchase and maintain insurance on behalf of an individual who is or was a Director, officer, employee, or agent of the Association, or who, while a Director, officer, employee, or agent of the Association, is or was serving at the request of the Association as a Director, officer, partner, trustee, employee, or agent of another foreign or domestic business or nonprofit corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director, officer, employee, or agent, whether or not the Association would have power to indemnify the person against the same liability under section A or B above.

ARTICLE XII
CONFLICT OF INTEREST

No contract or transaction between the Association and one (1) or more of its Directors, officers, employees, agents or members or between the Association and any other corporation, partnership, limited partnership, limited liability company, association, or other entity in which one (1) or more of its Directors, officers, employees, agents or members are directors, officers, partners, members or managers or have a financial interest, shall be void or voidable solely for that reason, or solely because the Director, officer, partner, member or manager is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or her or their votes are counted for such purposes, if the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors, and the Board in good faith, taking into account the fairness of the contract or transaction, authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors present.

Adopted April 3, 2008.

Printed Name: Debra Luetkemeyer

Title: Secretary