



P.O. Box 54
Chesterfield, MO 63006-0054

BY LAWS

RULES AND REGULATIONS

OF THE

BRIDLE CREEK HOMEOWNERS

ASSOCIATION, INC.

CHESTERFIELD, ST. LOUIS

COUNTY, MISSOURI

TABLE OF CONTENTS

Article I Name, Principal Office, Definitions.....	4
1.1 Name.....	4
1.2 Principal Office.....	4
1.3 Definitions.....	4
Article II Membership.....	4
2.1 Membership.....	4
2.2 Rights, Privileges, Duties, Obligations.....	5
2.3 Conjunction with ownership.....	5
Article III Meetings.....	5
3.1 Association Meetings.....	5
3.2 Notice.....	5
3.3 Waiver.....	5
3.4 Quorum.....	5
3.5 Conduct.....	6
3.6 Adjournment.....	6
3.7 Voting.....	6
3.8 Proxies.....	7
Article IV Board of Trustees.....	8
4.1 Governing Body.....	8
4.2 Number and Bonding.....	8
4.3 Nomination and Election.....	8
4.4 Term of Office.....	8
4.5 Eligibility.....	8
4.6 Removal.....	8
4.7 Officers.....	9
4.8 Meetings.....	9
4.9 Quorum.....	9
4.10 Conduct.....	9
4.11 Action Without Formal Meeting.....	9
4.12 Open Meetings, Executive Session.....	9
4.13 Authorities.....	10
4.14 Committees.....	10
4.15 Compensation.....	10
4.16 Duties.....	11
A. President.....	11

B.	Vice Presidents.....	11
C.	Secretary.....	11
D.	Treasurer.....	12
4.17	Resignation.....	14
Article V	Common Areas.....	14
5.1	Grounds.....	14
5.2	Recreation Facilities.....	15
Article VI	Assessments.....	18
6.1	Authorization.....	18
6.2	Annual Assessments.....	18
6.3	Calculation of Assessment.....	18
6.4	Special Assessment.....	18
6.5	Liens.....	19
Article VII	Rules and Regulations.....	19
7.1	Rental of property	
7.2	Water Discharge to Common Area.....	19
7.3	Personal Possessions on Common Area.....	19
7.4	Planting on Common Area.....	19
7.5	Landscaping on Common Area.....	19
7.6	Rubbish, Clippings on Common Areas.....	19
7.7	Motorized vehicles on Common Areas.....	19
7.8	Rule additions and amendments.....	20
Article VIII	Duration and Amendment.....	20
8.1	Force and Effect.....	20
8.2	Expiration Notice.....	20
8.3	Amendment Vote.....	20
Article IX	Miscellaneous.....	20
9.1	Parliamentary Procedure.....	20
9.2	Books and Records.....	20
9.3	Trustee Signature.....	21
9.4	Non Supervision.....	21
Article X	Code of Ethics.....	22
	CERTIFICATION.....	22
	Appendix A Designation of Proxy Form	23

**BY LAWS
RULES AND REGULATIONS
OF THE
BRIDLE CREEK HOMEOWNERS ASSOCIATION, INC.
CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI**

**ARTICLE I
NAME, PRINCIPAL OFFICE AND DEFINITIONS**

1.1 Name

The name of the corporation is Bridle Creek Homeowners Association (the "Association").

1.2 Principal Office

The initial principal office of the Association shall be 15445 Rockmoor Drive, Chesterfield, Missouri 63017, or such other location as may be designated by the Board of Trustees. The Association may have such other offices as the Board of Trustees may determine or as the affairs of the Association may require.

1.3 Definitions

- A.** Words used in the By-Laws shall be given their normal, commonly understood definitions.
- B.** The term "in good standing" shall be understood to mean current with payment of all assessments, accrued interest, and any other fees imposed by the Board.
- C.** The term "qualified" shall be understood to mean current with payment of all assessments, accrued interest, and any other fees imposed by the Board.
- D.** The term "Associate Member" shall be understood to mean an individual or family that does not reside within the specified Lots in Paragraph 2.1 A through J of the Association and shall have paid a fee for use of the Recreation Facilities.
- E.** The term "Governing Documents" shall be understood to mean the Westridge Estates Indenture and associated Amendments Nos. 1 and 2, the Agreement, and the corporate By-Laws.

**Article II
MEMBERSHIP**

2.1 All of the present and future owners of legal record (each a "Lot Owner or "Member" and together the "Lot Owners" or "Members" of the following Lots (each a "Lot" and together the "Lots") shall be Members of the Bridle Creek Homeowners Association Incorporated:

- A.** Lots numbered 27 through 37 of West Ridge Estates Plat One
- B.** Lots numbered 53 through 134 of Schoettler Valley Estates Plat One
- C.** Lots numbered 135 through 155 of Bridle Creek Plat One
- D.** Lots numbered 156 through 169 of Bridle Creek Plat Two
- E.** Lots numbered 170 through 174 of Bridle Creek Plat One
- F.** Lots numbered 175 through 203 of Bridle Creek Plat Three
- G.** Lots numbered 204 through 229 of Bridle Creek Plat Four
- H.** Lots numbered 230 through 239 of Bridle Creek Plat Three
- I.** Lots numbered 240 through 248 of Bridle Creek Plat One
- J.** Lots numbered 250 through 253 of Schoettler Valley Estates Plat One

2.2 All of the Lot Owners shall be subject to these By-Laws, rules, and regulations and shall have all the rights, privileges, duties, obligations and liabilities as are prescribed under the terms and provisions of this instrument.

2.3 Membership in the Association shall be appurtenant to and in conjunction with ownership of a Lot, and any conveyance or change of such ownership shall carry with it Membership in the Association.

Article III **MEETINGS**

3.1 Association Meetings

A. There shall be one annual meeting of the Members of the Association. The meeting shall take place during the month of March, or as otherwise directed by the Trustees, but in no event more than thirteen (13) months after the immediately preceding annual meeting.

B. The Association shall review the proposed budget by November 01 for the upcoming fiscal year. An association meeting is optional depending on significance of the budgetary changes. Copies of the budget may be issued electronically or by USPS if requested. The budget shall be approved at the March annual meeting and remain in effect from that meeting until the next annual meeting.

C. All Association meetings shall take place at a convenient location within the City of Chesterfield at the hour and location of the Trustees choice.

D. A majority of the Board of Trustees may call for and provide for any additional Association special meetings as they deem advisable.

E. A special meeting of the Association may be called by signed request of at least forty two (42) Lot Owners. The Trustees shall schedule such requested meeting within forty five (45) days of receipt of the signed request.

3.2 Notice of Meeting

A. Written or printed notice stating the time, place, purposes, and agenda of any meeting of the Members shall be delivered electronically or by USPS mail to each Member. Such notice shall be deposited at least twenty one (21) days prior to the date of the scheduled meeting and shall be deemed delivered when deposited.

B. Each Member shall provide the Association with written notice of any change of address.

C. Each Lot Owner shall provide the Association with the name of each individual residing in their residence. The age of any resident over the age of twenty-one (21) may simply be reported as Adult.

D. The Association also request the Lot owner provide and email, if available, for means of electronic notification and distribution of information.

3.3 Receipt of Notice

Notices and assessments shall be sent to the association lot address. The association will not be required to track and mail notification outside of the lot address..

3.4 Quorum

Except as otherwise provided in the By-Laws, the presence of Members or their proxies representing thirty two (32) Lot Owners in the Association shall constitute a quorum at all Association meetings. Should a quorum not be present an operating budget (only) as submitted can be approved by majority present for purposes of continuance until a quorum can be established..

3.5 Conduct of Meetings

- A.** The President shall preside as Chairman over all meetings of the Association or appoint another Trustee to preside. Should the President be absent from the meeting any Trustee may act as Chairman. The Secretary shall keep detailed minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings. The minutes shall incorporate the total of the votes both for and against any motion, proposition, or resolution put before the meeting.
- B.** The minutes of the previous meeting shall be read aloud for a vote of approval or amendment.
- C.** A preprinted sign-in sheet for each meeting shall be made available and all Members attending shall sign in with a legible signature. The sign-in sheet shall be attached to and become a permanent part of the minutes of the meeting.
- D.** Any proposal or resolution not stated on the agenda for the meeting shall not be voted upon at such meeting. Any such proposal or resolution shall be tabled and scheduled on the agenda for the next annual or special meeting of the Association.
- E.** Any Member of the Association in good standing may, upon written request to the Board of Trustees, ask that an item be added to a meeting agenda. Such item shall then be added to the agenda of the next meeting provided, however, that all Lot Owners must be given written notice of the added agenda item not less than twenty one (21) days prior to the meeting.
- F.** All meetings shall be conducted in a civil manner.

3.6 Adjournment of Meetings

If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. Notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by a least a majority of the votes, (i.e. seventeen (17) votes), required to constitute a quorum.

3.7 Voting

The voting rights of the Members shall be as set forth in these By-Laws.

- A.** Voting shall be based one (1) vote for each Lot owned by a Lot Owner. Should two or more seats on the Board of Trustees be up for election, each Lot Owner shall be entitled to one (1) vote for each vacant seat.
 - 1.** Cumulative voting shall not be permitted.
- B.** Any Member of the Association who is not in good standing shall not be entitled to vote on any matter before the Association or act as a proxy.
- C.** A Member in good standing may appoint a proxy or a notarized Special Power of Attorney to act on his or her behalf and cast votes at any meeting. The designated proxy or Special Power of Attorney shall sign in as such for the Member and present the dated and signed proxy form or Special Power of Attorney to the Secretary of the meeting for validation and recording prior to the start of the meeting.

- D. Any Member not signing the sign-in sheet shall be not be entitled to cast a vote.
- E. All votes cast at any meeting shall be totaled and the results announced prior to adjournment of the meeting. The duration of the voting period shall not be extended beyond the conclusion of the meeting.
- F. Associate Members shall have no right to vote.
- G. All voting shall be either by roll call vote called from the meeting sign-in sheet or by signed paper ballot.
 - 1. The Members shall select three (3) unbiased individuals from among those present at a meeting to verify the vote count if such vote is by paper ballot.
 - 2. A copy of the list of those entitled to vote at a meeting shall be provided to three (3) members of the Association such that they may be able to record roll call votes as they are cast.
- H. A simple majority of votes, unless specified otherwise in these By-Laws, represented at any meeting at which a quorum is present, shall be sufficient to pass a proposal or resolution.

3.8 Proxies

- A. Every proxy shall be in writing and shall contain the following:
 - 1. The printed name, address, and Lot Number of the Lot Owner.
 - 2. The printed name and address of the designated proxy.
 - 3. The date of the Association meeting for which the proxy is valid.
The proxy shall remain valid for a reconvened meeting should a quorum not be present at the originally scheduled meeting.
 - 4. The signature of the Lot Owner of legal record.
 - 5. The date on which the Lot Owner signed the proxy.
- B. A preprinted Designation of Proxy form (appendix A) and/or a Special Power of Attorney form may be obtained upon request from any Trustee prior to the date of a scheduled meeting should any Lot Owner choose to do so. Use of such preprinted forms is not required and they are provided only as a courtesy.
- C. The individual voting a proxy must be a Member in good standing of the Association.
- D. An individual who is not a Member of the Association shall hold a signed, notarized Power of Attorney to vote at a meeting. The designated Attorney in Fact shall sign in as a Power of Attorney for the Member and present the dated and signed Special Power of Attorney form to the Secretary of the meeting for validation prior to the start of the meeting.
- E. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and 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.
- F. Every proxy shall be revocable and shall automatically cease upon:
 - 1. Conveyance of any Lot for which it was given.
 - 2. Receipt by the Secretary of a written notice of revocation of the proxy or the death or judicially declared incompetence of a Member who is a natural person.
 - 3. Eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.
 - 4. Any Member attending the meeting and having previously granted a proxy or Special Power of Attorney may not cast a vote unless he or she has provided to the Secretary, prior to the start of the meeting, a written revocation of such proxy or Special Power of Attorney.

Article IV
BOARD OF TRUSTEES

4.1 Governing Body

The affairs of the Association shall be governed by a Board of Trustees, each of whom shall have one (1) vote. Trustees shall be Members or, if a Member is not a natural person, any officer, Trustee, partner, or trust officer designated in writing by such Member shall be eligible to serve as a Trustee. The vote of each individual Trustee shall be recorded by name in the minutes.

4.2 Number of Trustees

The Board shall consist of five (5) Trustees all of whom shall be elected by the Members. All Trustees shall be bonded to insure the proper performance of their duties. Such bond shall be paid by the Association.

4.3 Nomination and Election Procedures

Nominations and elections of Trustees shall occur at the annual meeting of the Members. Those candidates receiving the highest number of votes shall be deemed elected. The total number of votes for each candidate shall be recorded in the minutes of the meeting. No more than three (3) Trustees may be elected to the Board in any one (1) year. Each Trustee, upon election to office shall read all of the Governing Documents and become familiar with the duties and responsibilities therein.

4.4 Term of Office

Each Trustee shall serve a term of two (2) years. The current Trustees of the Association (immediately prior to incorporation) shall serve for the remainder of their current terms. The term of office shall begin and end at annual Association meetings. Any Trustee may serve more than one term if reelected at an annual Association meeting.

4.5 Trustee Eligibility

- A.** No one shall serve as a Trustee unless he or she is a Lot Owner in good standing with the Association. Should any Trustee become delinquent on assessments or accrued interest and other charges, his or her term of office shall immediately, upon delinquency, be terminated. A replacement shall be appointed by the remaining Trustees to serve the remainder of the term.
- B.** No Member may serve as a Trustee until they shall have resided in the subdivision a minimum of two (2) calendar years.

4.6 Removal of Trustees

- A.** Any Trustee elected by the Members who has three (3) consecutive unexcused absences from Board meetings, may be removed by a majority of the Trustees present at a regular or special meeting at which a quorum is present and the Board may appoint a successor to fill the vacancy for the remainder of the term.
- B.** Any Trustee shall be subject to removal from office, with or without cause, by a vote of the Members of the Association at a meeting duly called in the manner set forth herein. The number of votes for removal shall be equal to or greater than the number of votes cast for that Trustee when such Member was first elected. Any Trustee whose removal is sought shall be given notice prior to any meeting at which such removal may be voted upon.
- C.** Should any elected Trustee die, be disqualified, be removed, or fail or refuse to act, a majority of the remaining Trustees shall appoint a successor therefore to serve until the next Annual meeting

4.7 Officers

The Trustees shall elect one of their number to be President, one or more as Vice President, a Secretary, and a Treasurer. The Trustees shall elect three (3) of their number to serve as Trustees for Parcel A under the Westridge Estates Indenture.

4.8 Trustee Meetings

A. Regular meetings of the Board shall be held no less than one (1) each calendar month at such time and place within the City of Chesterfield as the Board shall determine.

B. Special meetings of the Board shall be held when called by: written notice deposited in the United States Postal Service prepaid, telephone communication, or other electronic communication. Special meetings may be called by the President, Vice President, or by any two (2) Trustees.

4.9 Quorum of Board

A. Unless otherwise specifically provided in these By-Laws, at all Board meetings, a majority of the Trustees shall constitute a quorum for the transaction of business, and the votes of a majority of the Trustees present at a meeting at which a quorum is present shall constitute the decision of the Board.

B. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Trustees if any action taken is approved by at least a majority of the required quorum for that meeting.

4.10 Conduct of Meetings

The President shall preside as Chairman of meetings of the Board or may appoint another Trustee to act as such. Should the President be absent from the meeting any Trustee may preside. The Secretary shall keep detailed minutes of such meetings, recording all Board resolutions, all transactions and proceedings, and all votes occurring at such meetings and shall record by name the vote of each Trustee. The minutes of the Board meeting shall include a monthly report by the Treasurer of all monies paid to the Association. Each Trustee present shall approve the minutes.

4.11 Action Without a Formal Meeting

Any action to be taken at a meeting of the Trustees or any action that may be taken at a meeting of the Trustees may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by a majority of the Trustees. and such consent shall have the same force and effect as is taken at a meeting. Such written consent may be delivered by printed material or by electronic means.

4.12 Open meetings, Executive Session

A. All meetings of the Board shall be open to all Members and Lot Owners, but attendees other than Trustees may not participate in any discussion or deliberation unless a Trustee requests that they be granted permission to speak. In such case, the Chairman may limit the time any such individual may speak.

B. Notwithstanding the above, the Chairman may adjourn any meeting of the Board and reconvene in executive session, and may exclude persons other than Trustees, to discuss matters of

a sensitive nature, including but not limited to such matters as pending or threatened litigation, personnel matters, etc.

4.13 Authorities

The Board shall have all of the authority and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth herein and as provided by law. Further, the Board may exercise all corporate authority not specifically prohibited.

- A.** To levy and collect regular and special assessments as developed in a budget approved by the Members.
- B.** To use and expend the assessments collected to maintain, care for, manage, and govern all Common Areas.
- C.** To procure and maintain insurance as necessary.
- D.** To collect delinquent Assessments by suit, including attorneys fees, or otherwise, abate nuisances and enjoin or seek damages from Lot Owners for violations of these By-Laws and/or rules and regulations promulgated by the Board.
- E.** To employ and compensate such personnel as may be required for the maintenance and operation of all the Common Areas.
- F.** With the approval of the Members, to adopt, amend, and rescind, from time to time, reasonable rules and regulations for the use of Common Areas.
- G.** The Board shall have the authority to contract with any Person for the performance of various duties and functions. No contract shall be granted for a period exceeding one (1) year.
- H.** The Board shall have the authority, with the consent of one hundred thirty one (131) Lot Owners in good standing to own, operate, and maintain private recreational facilities for the benefit of Lot Owners, all of whom shall be Members.
- I.** The Board shall not have the authority to create Association indebtedness by borrowing funds without the approval of one hundred fifty nine (159) of the Lot Owners qualified to vote.

4.14 Committees

The Board shall have the authority to establish committees, either permanent or temporary, to advise and assist with the operation and governance of the subdivision.

- A.** Any committee established and sanctioned by the Board shall keep accurate and detailed minutes of its meetings. Such minutes shall constitute a report to the Board and a copy of which shall be provided to the Board at the completion of each meeting. The Board shall incorporate such report into the minutes of the next Board meeting.
- B.** All Trustees shall be members' ex-officio of any committee that may be established.

4.15 Compensation

Trustees and/or any of their family members and/or officers of the Association shall not receive any compensation, directly or indirectly, from the Association or its contractors or vendors. Any Trustee or officer may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Trustees.

4.16 Duties

A. President

- 1.** The President shall be Chairman of all meetings of the Members and Trustees and shall have general and active management authority over the business of the Association except that which is delegated, and shall sign all contracts approved by the Board.

2. The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.
3. The President shall have authority, upon approval of the Trustees and the Members in the manner herein provided, to prepare, execute, and record amendments to these By-Laws.

B. Vice Presidents

The Vice President shall be vested with all the authorities required to perform the duties of the President in his absence, together with such other duties as may be prescribed by the Board or President.

C. Secretary

The Secretary shall be responsible for:

1. Taking complete detailed minutes of all Association and Board meetings and transcription of the same such that they become a part of the permanent records of the Association.
2. Transcribing and maintaining a running list of all resolutions adopted by the Association and Board.
3. Preparation, in consultation with the Treasurer, of all liens and lien releases.
4. Preparation of the annual Association corporation registration, to be filed prior to August 31 in each calendar year, and any other reports required by the State of Missouri.
5. Preparation of Change of Registered Agent and Address report for submission to the State of Missouri.
6. Preparation, in consultation with the Treasurer, of the annual federal and state tax returns.
7. Preparation of notice to the City of Chesterfield of any change in the Board of Trustees.
8. Preparation of responses to correspondence received by the Board.
9. Acceptance and validation of proxies and Special Power of Attorney at all meetings.
10. All such records shall be made in duplicate and a copy provided to two individual Trustees. Trustees holding such copies shall keep them safe and secure and shall, at the expiration of their term of office, pass them on to incoming Board members.
11. The Secretary shall be custodian of the corporate records of the Association and shall keep the corporate seal.
12. The Secretary shall keep current a register of the post office address, telephone number, and Lot number of each Member and all others permanently residing with such Member. Members shall make such information available to the Board.
13. The secretary shall prepare a list of those Members eligible to vote and such list shall become the sign-in sheet for Association meetings.
14. In general, the Secretary shall perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board, and shall have power to certify all documents, including amendments to these By-Laws on behalf of the Association.

D. Treasurer

The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. Such depositories shall be insured by the federal government. Funds in accounts on deposit shall carry the signatures of three (3) Trustees authorized to make withdrawals therefrom. The Treasurer shall keep and maintain all detailed, itemized, journals in accordance with generally accepted accounting principles and shall reconcile

the financial records of the Association monthly. The Association Fiscal Year shall be the calendar year, January 1 through December 31.

1. Receipts

- A)** The Treasurer shall maintain a permanent record of all assessments, whether General or Special, and the funds collected therefrom, levied against all lots in the Bridle Creek Homeowners Association, by owner name, street address, and lot number.
- B)** The Treasurer shall maintain a separate account for interest received on past due Assessments.
- C)** The Treasurer shall maintain a separate account for fees collected from Associate Members. Such account shall record the name and address of the individual and the amount paid.
- D)** The Treasurer shall record the date of deposit of each payment received.
- E)** The Treasurer shall prepare a report for submission to the Board at each monthly meeting as follows:
 - 1)** Payment of Assessments by Association members. Such payments shall be recorded by Lot Owner name, address, lot number, and dollar amount.
 - 2)** Payment of associate member dues. Such payments shall be recorded by associate member level, associate name, address, age, and dollar amount.
 - 3)** Guest fees as shown on the daily Guest Sign In Sheet. Such Guest Sign In Sheet shall be attached to and become a permanent part of the minutes.
 - 4)** Interest paid on past due assessments. Such interest shall be recorded by lot owner name, address, lot number, and dollar amount.
 - 5)** Receipts from Association fund raising activities.
 - 6)** Miscellaneous

2. Disbursements

- A)** The Treasurer shall maintain a permanent journal of all disbursements and shall receive and retain on file all vouchers supporting such disbursement. The bank statement reconciliation document shall be checked and signed by all attending trustees at the monthly board meeting.
- B)** All disbursements, other than petty cash, shall be countersigned by the Treasurer and one other Trustee authorized to make withdrawals. No board member shall be permitted to make an off budget disbursement greater than 5% of the annual budget.

3. The Treasurer shall immediately notify the Secretary of any Lot Owner becoming delinquent in payment of assessments, the amount of the delinquency, and the date by which the prepared lien must be returned to the Treasurer for proper filing.

4. The Treasurer shall prepare, in conjunction and cooperation with the Board, a detailed proposed Annual Budget. Such Annual Budget shall be submitted to the Association Membership a minimum of thirty days (30) prior to the Special meeting in September at which a vote for approval will be taken.

5. The proposed budget shall include amounts for the following:

A) General Operational Budget

- 1) Liability Insurance
- 2) Trustee Bonding
- 3) Postage and postal box rental.
- 4) Office supplies
- 5) Printing costs
- 6) Corporate reports
- 7) Federal income tax
- 8) State Income tax
- 9) Checking account fees
- 10) Legal Counsel fees
- 11) Miscellaneous expense (liens, meetings, petty cash)
- 12) Street lighting
- 13) Contribution to cash reserve

AA. At no time shall the cash reserve total more than thirty percent (30 %) of the preceding year's budget.

B) Common Ground Budget

- 1) Mowing of Common Ground
- 2) Seeding of Common Ground
- 3) Fertilizing of Common Ground
- 4) Weed control of Common Ground
- 5) Landscaping and planting on Common Ground other than Recreation Facilities.
- 6) Removal and replacement of dead trees
- 7) Erosion mitigation on Common Ground.

C) Recreation Facilities Budget

- 1) Electric cost other than street lighting
- 2) Water cost
- 3) Facilities management contract (not including repairs or replacements)
- 4) Trash collections
- 5) Facility landscaping and planting
- 6) Anticipated equipment maintenance
- 7) Equipment replacement and/or repair
- 8) Structure repair
- 9) Telephone
- 10) Property replacement (benches, chairs, umbrellas)
- 11) Scheduled parking space sealing
- 12) Association sponsored events
- 13) Miscellaneous (minor petty cash expenses)

D) Anticipated Income

- 1) Interest on cash reserve savings
- 2) Associate Family Membership
- 3) Associate Individual Membership
- 4) Association assessments
- 5) Interest paid on past due assessments

- 6) Recreation Facilities guest fees
- 7) Association fund raising activities
- 8) Rentals
- 9) Miscellaneous sources of income
- 10) Unexpended funds from previous budget (retained earnings) and portion transferred to Major R&R fund

6. The Trustees shall maintain a Major Repair and Replacement (MR&R) fund as a part of the operating practices. This fund shall be maintained as for the sole purpose of providing emergency reserve monies for repair or replacement of major items with out the need for a special assessment of residents.

The emergency fund will be maintained outside of budget from retained earnings (unexpended funds of previous fiscal year budget to expenditures. Available monies will be transferred at the close of each fiscal year

As a recommendation the fund shall be maintained at a level of 20% of annual budget. To utilize this MR&R fund requires a unanimous (5) vote of the Trustees.

7. The Treasurer shall prepare, in acceptable accounting format, an annual detailed income and expense statement and a statement of cash reserves. A copy of such statements shall be made available for distribution to Association Members via mail, at the Annual meeting, or upon individual request.

8. All financial records, Association meeting minutes, and Trustee meeting minutes shall be subjected to an annual audit by a trained professional, independent of the board. Records shall be made available for review by any Lot Owner upon receipt by the Board of a written request. An appointment for the review shall be made within 30 days of receipt of such request.

4.17 Resignation

Any Trustee may resign at any time by giving written notice to the Board, the President, or 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. The Board shall then appoint a replacement to serve only until the next annual meeting.

Article V **COMMON AREAS**

5.1 Grounds

The Board shall familiarize itself with the plats of the subdivision such that they are aware of the location of lands within the subdivision. Nominal addresses of Common Grounds and their entry points in the records of the Recorder of Deeds, St. Louis County, Missouri as are follows:

- 1775 Heffington
- 1791 Schoettler Valley Dr.
- 1845 Schoettler Valley Dr.
- 1849 Schoettler Valley Dr.
- 1850 Schoettler Valley Dr.
- 1856 Schoettler Valley Dr.
- 1961 Schoettler Valley Dr.
- 1962 Schoettler Valley Dr.
- 15405 Clover Ridge Dr.
- 15423 Squires Way Dr.
- 15415 Grantley Dr.

A. The Board shall walk and inspect the Common Grounds of the Association a minimum of four (4) times per calendar year.

B. The Board shall note in the minutes of its next meeting any problems with the Common Grounds and any lots found not to be in compliance with the rules, regulations, and these By-Laws and the reasons therefore. Notice shall be sent via certified mail to any Lot Owner determined to be not in compliance and shall allot a reasonable period of time to bring said lot into compliance. Appropriate action thereafter to bring said lot into compliance shall be determined by a majority of the Board and so noted in its minutes.

C. Trustees supervising care and maintenance of the Common Grounds shall:

1. Solicit bids from contractors on an annual basis for maintenance of common grounds. Such bids shall be reported to the Board for consideration.

2. Provide such contractors with plats of the Common Grounds and the appropriate access thereto.

3. Walk the grounds with the contractor such that the contractor may familiarize himself with the areas and the access thereto.

4. Act as liaison between the contractor and the Board.

5. Inspect for:

A) Compliance with all rules and regulations

B) Erosion

C) Dead trees in need of removal and replacement

D) Storm sewer openings that may be blocked or otherwise not in proper operating order

E) That no political or business advertising signs are posted on Common Ground. Such signs shall immediately be removed and notice of such removal provided to the sponsors of such signs.

5.2 Recreation Facilities

A. The complete Facilities shall be open and available to all Members and Associate Members in good standing during hours of normal operation as specified in the management contract.

B. Only those Association Members in good standing permanently residing in the lots specified in **Article II**, Paragraph **2.1**, sub-paragraphs **A.** through **J.** and their children, temporarily away at school, shall be entitled to a Recreation Facility pass.

C. Anyone living outside the lots specified in **Article II** herein above may apply to become an Associate Member under the rules and regulations specified by the Board and approved by the Association Membership as in Paragraph **5.2 D) 1)** herein below.

D. The Board of Trustees shall propose the rules and regulations governing use of the Facilities to the Association Members for approval at the Annual Meeting.

1. Such rules and regulations shall contain the proposed criteria for Associate Membership levels and the fees therefore. Associate membership fees shall be established on an annual basis by the board and may be pro-rated to attract partial season membership (e.g. 100% in May, 66% on July 1st etc)

2. Any Member or Associate Member found to be in violation of the rules and regulations may lose the right, at the discretion of the Board of Trustees, to use of the Facilities for the remainder the year and shall forfeit any moneys paid for such use

E. Private Use

1. Private use shall be restricted and may be granted only to Members or Associate Members in good standing.

2. Private use of the Facilities shall be limited only to such times when the facilities are not normally open and available to Members and Associate Members.
3. Private use shall be defined as use by a Member or Associate Member in good standing and their invited guests on a non recurring basis and shall not include any organized group.
4. The contract for private use of the Facilities shall be made to the Facilities contractor and contain a Hold Harmless clause releasing the Association from any and all liability during the period of private use.
5. Private use shall be a contract between the user and the contractor for provision of supervision, safety, and security, and not between the private user and the Association.
6. Private user shall agree to return the Facilities to their original condition after such use or shall pay the costs necessary to do so.

F. Organized Group Use

1. Organized Group use of the Facilities shall be limited only to such times when the facilities are not normally open and available to Members and Associate Members or shall be prearranged and agreed as to benefit both the group and association membership.
2. Organized Group use shall be defined as organized for the purpose of multiple or repetitive use of the facilities for club use, training or competition. Any organized group shall have a representative sponsor who is an association member in good standing
3. Any organized group wanting repetitive use of the Facilities shall make written application to the Board on an annual basis. Such application shall be presented to the Board for approval and shall remain effective for one year only.
4. Any organized group when applying for use of the Facilities shall provide the Board an estimated membership list and shall provide a final accounting of each group member prior to the close of the season. Each group member shall be provided with a copy of Facility rules and regulations.
5. Rental Fees for organized groups use shall be determined by the projected size and number of repetitive uses the guests shall use the facility during the season. Minimum rate for repetitive use by an organization should not be less than \$2000. Groups requesting non repetitive multiple use will be charged a minimum of \$500. All requests and rates shall be approved by the board.
6. Organized group use shall be a contract between the contractor for provision of supervision, lifeguards, safety and security, and not between the organized group and the Association. Such contract shall contain a Hold Harmless clause releasing the Association from any and all liability.
 - A) All costs for such contract shall be paid by the organized group directly to the facilities contractor.
 - B) Such organized group shall provide for their own liability insurance and provide a copy to the Board. Such insurance shall name the Bridle Creek Homeowners Association Inc. as an additional named insured.
7. Such organized group shall agree to return the Facilities to their original condition after such use or pay the costs necessary to do so.

G. Facilities Contractor shall provide a copy of any contract for private or organized group use, including the fees therefor, to the Board for approval or disapproval.

H. Those Trustees supervising the Recreation Facilities shall:

1. Solicit bids from contractors for management of the Facilities and present those bids to the Board for consideration. All bids received by the Board shall be entered in its minutes and the original bid retained.
 - A) A copy of the rules and regulations shall be provided to the contractor selected by the Board and shall be incorporated into the contract. Contractor

shall agree that such rules and regulations shall be strictly enforced by contractor personnel or contractor may be deemed in breach of contract and the contract declared null and void and cancelled. Contractor shall further agree to refund any monies paid by the Association covering any period after which the contract is cancelled.

2. Distribute, prior to opening the Facilities, to those Members and Associate Members in good standing, a copy of the approved rules and regulations.
3. In consultation with the Treasurer, prepare and distribute a Recreation Facilities Pass to each individual Association family member and Associate Member who are qualified. Such Facilities Pass shall contain the individual name, address, age, and imprint of the corporate seal.
4. Supervise any Association activities held at the Facilities.
5. Approve or disapprove any contract for private use of the Facilities based on applicant's previous behavior and good standing.
6. Monitor any employed contractor to:
 - A) Ensure that all rules and regulations for use of the Facilities are strictly enforced at all times.
 - B) Ensure that a list of emergency phone numbers, including all Board members is posted at the facilities.
 - C) Ensure that a Daily Sign-In Sheet is maintained and those entering the Facilities sign the sheet. Such Sign-In Sheets shall be kept on file in the records of the Association.
 - D) Ensure that no one without a Facility Pass issued by the Board, other than a sponsored paying guest, may gain admission to the Facility.
 - 1) Guests may use the Facilities when accompanied by a qualified Member or Associate Member upon payment of the appropriate guest fee as indicated in the Facility rules and regulations then in force .
 - 2) A Member who is not in good standing may not be a guest at the facilities nor use the facilities as a member of any organized group.
7. Collect guest fees if applicable and sign for such fees a minimum of three times per week. Collected guest fees shall be given to the Association Treasurer for appropriate recording and deposit in an Association account.
8. Frequently make a physical check that those using the Facilities are signed in and those present at the Facilities have passes on file.
9. Regularly check the cleanliness of the facilities.
10. Act as liaison between the Board and employed contractors.
11. Inventory Association Facilities property and note any losses or necessary repairs. Advise the full Board of anticipated repairs, replacement, or maintenance items such that appropriate amounts may be included in the budget.
12. Prepare a preventative maintenance schedule for the Facilities such that an appropriate amount may be included in the annual budget.
13. Check regularly that all Facilities are secured by locks when not in use.
14. Check that security lighting for the Facility and parking spaces is functioning.
15. Ensure that a sign is posted on the Facilities stating "Unauthorized use is trespassing. Trespassers will be prosecuted".

Article VI
ASSESSMENTS

6.1

The Trustees and their successors are hereby authorized to make assessments upon and against the lots and parcels of land within the Association for the purposes and in the manner hereinafter provided, subject to the provisions of these By-Laws.

6.2 Annual Assessments

A. The Board shall prepare and record in the minutes of its meeting, a proposed annual budget containing, but not limited to, the items in **Article IV Board of Trustees, Paragraph 4.16 Duties**, sub-paragraph **D** Treasurer, sub-paragraph **5 A), AA), B), C), and D)**.

B. Such proposed budget shall be mailed to be received by the Lot Owners a minimum of thirty (30) days prior to the scheduled Special meeting in September at which such proposed budget is to be voted upon.

C. The proposed budget must be approved by sixty two percent (62%) of Members or their proxies present and qualified to vote at the Special meeting at which a quorum is present. If approved, such levy shall be apportioned equally and fairly as an Annual Assessment of each of the two hundred eleven Lots. Should such approval not occur, the Board shall then submit an amended budget to the Association for approval.

1. In the event that no budget is approved after two (2) submissions to the Members, the Board shall have the authority, without Member approval, to levy an Annual Assessment to cover the costs associated with **Article IV Board of Trustees, Paragraph 4.16**, sub-paragraph **D** Treasurer, sub-paragraph **5A** General Operating Budget. Such levy shall be apportioned equally and fairly as an Annual Assessment of each of the two hundred eleven Lots within the subdivision.

D. Such Annual Assessment above shall be mailed to the Lot Owners to be received more than thirty (30) days prior to the due date specified therein.

E. Said Annual Assessment shall become due and payable in full on or prior to the stated due date. From and after such due date, it shall bear interest at the rate of twenty percent (20 %) per annum.

6.3 Calculation of Assessment

The Annual Assessment shall be calculated by adding the total anticipated expenses in **Article IV Board of Trustees, Paragraph 4.16 Duties**, sub-paragraph **D** Treasurer, sub-paragraphs **5 A), B), and C)**. Such total shall then be divided by two hundred eleven (211) and then rounded up to the nearest dollar amount. This amount shall be the Annual Assessment against each Lot in the subdivision.

6.4 Special Assessment

A. There shall be no more than one (1) Special Assessment in any calendar year.

B. Such Special Assessment shall require a vote of approval by sixty two percent (62 %), one hundred thirty one (131) of the Lot Owners who are Members of the Association and qualified to vote.

C. Such Special Assessment shall be only for the funds required over and above the application of the current cash reserve and shall in no event be greater than the amount of the previous year Annual Assessment.

6.5 Liens

- A.** The Trustees shall, within thirty (30) days of any Annual or Special Assessment becoming past due, execute, acknowledge, and cause to be filed in the office of the Recorder of Deeds in the County of St. Louis, Missouri, an instrument reciting the levy of the assessment, the amount due, and the interest rate thereon.
- B.** Paragraph **A.** herein above is mandatory and not discretionary.
- C.** All liens shall continue in full force and effect until said amount plus all accrued interest and the cost of recording such instrument is fully paid.
- D.** The Trustees shall, within thirty (30) days of receipt of said amount in sub-paragraph **C.** herein above, execute, acknowledge, and cause to be filed in the office of the Recorder of Deeds in the County of St. Louis, Missouri, an instrument of release of said Assessment. The expense of filing such instrument of release shall be paid to the Association by the Lot Owner.
- E.** In the event it is necessary for the Trustees to initiate litigation to collect past due assessments, the Trustees shall be entitled to receive their attorneys fees and court costs in pursuit of said action.

Article VII **RULES AND REGULATIONS**

7.1 No Lot Owner may lease or utilize their residence for purposes of a boarding house. (Bridle Creek indentures have precedence over the Chesterfield ordinance which permits no more than 3 names on a given lease). Bridle Creek indentures state that homes can not be used as Boarding house, or rooming house purposes. These bylaws permit single person or single family use only. The Trustees shall have the unrestricted right to request action of eviction by any means necessary and after a 30 day warning period may invoke a penalty to the home owner. Legal fees shall be covered by the home owner and such cost shall constitute a lien against said lot until paid. The Trustees shall not be held liable for any damages

7.2 No Lot Owner may collect the water of the building gutters and concentrate it such that it discharges onto Common Ground.

7.3 No person may install, place, erect, or cause to be installed, placed or erected, any personal possession, structure, log pile, compost pile, game, or plaything on the Common Ground of the subdivision that will not be removed at the close of the same day in which it was placed or erected. The Trustees shall have the unrestricted right to cause the removal of anything so remaining and may charge the cost for such removal to the Lot Owner. Such cost shall constitute a lien against said lot until paid. The Trustees shall not be held liable for any damages.

7.4 No person shall plant or cause to be planted, any tree, shrub, flower, or any other growing thing on any of the Common Ground of the subdivision. The Trustees shall have the unrestricted right to cause the removal of anything so planted and may charge the cost for such removal to the Lot Owner. Such cost shall constitute a lien against said Lot until paid. The Trustees shall not be held liable for any damages.

7.5 No person may install or cause to be installed any form of landscaping, including but not limited to boulders, rocks, stepping stones or pavers, gravel, walks, walls of any type or composition, or any type of seating, on the Common Ground of the subdivision. The Trustees shall have the unrestricted right to cause the removal of anything so installed and may charge the cost for such removal to the Lot Owner. Such cost shall constitute a lien against said Lot until paid. The Trustees shall not be held liable for any damages.

7.6 No Lot Owner shall dispose of nor cause to be disposed on the Common Ground any rubbish, grass clippings, tree or shrub trimmings, or discarded personal property. The Trustees shall have the unrestricted right to cause the removal of anything so disposed of and may charge the cost for such

removal to the Lot Owner. Such cost shall constitute a lien against said Lot until paid. The Trustees shall not be held liable for any damages.

7.7 No motorized vehicle may be used or driven on the Common Ground of the subdivision. However, a contractor, authorized by the Board, may use motorized equipment in the course of fulfilling his contractual obligations.

7.8 The Board shall have the authority to propose additional rules and regulations, amend existing rules and regulations, and to abolish existing rules and regulations. Such proposals shall be put in front of a meeting of the Members for their vote of approval.

Article VIII **DURATION AND AMENDMENT**

8.1 All of the foregoing provisions, By-Laws, rules, and regulations shall continue and remain in full force and effect at all times for three (3) calendar years after the date of initial adoption and for perpetual three (3) calendar year periods continuing thereafter.

8.2 Within six (6) months prior to the expiration of any of the said periods herein above, the Board shall give notice to each Lot Owner of such expiration and advise that the By-Laws may be terminated or amended by the vote of one hundred thirty one (131) Lot Owners qualified to vote. If no such vote is received, the existing By-Laws shall continue in full force and effect for an additional three (3) calendar years.

8.3 The By-Laws may be amended only by the affirmative vote or written, signed consent, or any combination thereof, of Members representing one hundred thirty one (131) votes of Lot Owners qualified to vote.

Article IX **MISCELLANEOUS**

9.1 Except as may be modified by Board resolution, Robert's Rules of Order or other parliamentary procedure shall govern the conduct of Association proceedings.

9.2 Books and Records

1. The Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing, at any reasonable time and for a purpose reasonably related to his or her interest in a Lot, the governing documents, the Membership register, books of account, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the Association's office or at such other place within the City of Chesterfield as the Board shall designate.

2. The Board shall establish rules with respect to:

- A. Notice to be given to the custodian of the records.
- B. Hours and days of the week when such an inspection may be made.
- C. Payment of cost of reproducing documents requested. Fees charged shall not exceed the actual cost of reproduction.

3. Every Trustee 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. The right of inspection by a Trustee includes the right to make copies of relevant documents at the Association's expense.

4. The Board shall ensure that two (2) permanent paper records, original and a copy, are made of all financial records, Association meeting minutes, Board meeting minutes, liens and lien releases filed, tax documents, and any other such documents as may affect the operation and governance of the Association.

A. The two (2) copies shall be held by two (2) separate Trustees and passed on, at the expiration of each such Trustee's term of office, to his or her successor Trustees.

B. Other means of preservation of records is acceptable only in addition to the paper records. Preservation and safekeeping of all Association records shall be considered paramount.

C. The Board shall retain all financial records and supporting documents of the Association. The Board shall attend to and if necessary, pay a reasonable sum for the secure storage of Association records older than seven (7) years. The location of the secure storage and access to such records shall be made known to all successor Trustees upon assuming their duties.

9.3 Each elected Trustee shall agree to read, abide by, and sign the Code of Ethics or his or her election shall be deemed invalid.

9.4 All Trustees consent and agree they shall not vote upon or exercise direct control, management, or supervision of any portion of the subdivision operation and governance in which they may have a potential conflict of interest. Trustee abstention on a vote for reason of possible conflict of interest shall be so noted in the minutes of the Board meeting.

Intentionally left blank

Article X
TRUSTEE
CODE OF ETHICS

1. I recognize and accept that as an elected member of the Board, I have a legal and binding fiduciary duty to the Association and each of the Members. I shall not violate that duty.
2. I will distinguish between my personal convictions and my fiduciary duties and will not allow my personal beliefs and agendas to interfere with fair representation.
3. I will serve without compensation in any form whatsoever.
4. I will serve to advance the betterment of the Association and every Member.
5. I will enforce all rules and regulations of the Association in a constant, fair and equitable manner.
6. I will not grant preference to any group or individual.
7. I will avoid real or perceived conflicts of interest and will disclose them immediately to other members of the Board and the Membership of the Association.
8. I will not supervise nor regulate any portion of the subdivision governance in which I or my family may have a personal involvement.
9. I shall abstain from any vote in which I may appear to have a conflict of interest.
10. I agree and will ensure that there shall be nothing regarding the operation and governance of the subdivision that shall be secret, opaque, or unrevealed to the Association Membership.
11. I will be responsive to Members of the Association in their requests for information.

I _____ a duly elected/appointed Trustee and Member of the Board of the Bridle Creek Homeowners Association Incorporated, agree and consent to act in accordance with the above during my term of Trusteeship.

Signature

Date

Appendix A

DESIGNATION

OF PROXY

I, _____
(clearly print name)

of _____
(clearly print address)

a lot owner in the Bridle Creek subdivision and a member in good standing of the Bridle Creek Homeowners Association Inc., with full faith and confidence in his/her good judgment do hereby appoint

(clearly print name)

of _____
(clearly print address)

a lot owner in the bridle Creek subdivision and a member in good standing of the Bridle Creek Homeowners Association Inc. to act on my behalf as my Proxy and cast my votes at the Annual/Special meeting of the Bridle Creek Homeowners Association Inc. on

_____, or on such later date to which said meeting may be

postponed. This proxy will expire and cease to be in effect the day

after the above meeting is held.

I understand and agree that should I attend the meeting and/or desire to revoke this Proxy,

I must notify the Secretary of the Association of such revocation in writing prior to the

time the meeting is called to order.

Signature

Date