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**DECLARATION OF CONDOMINIUM  
AND BYLAWS  
OF  
MONROE STATION CONDOMINIUM**

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**DECLARATION OF CONDOMINIUM  
AND BYLAWS OF  
MONROE STATION CONDOMINIUM**

**Kirkwood, Missouri**

THIS DECLARATION is made this 5 day of April, 2004, by *Riverhead Development, LLC, a Missouri limited liability company, doing business in St. Louis, Missouri* (the "Declarant"), as the owner in fee simple of the Real Estate hereinafter described.

**Article 1**

**SUBMISSION**

**Section 1.1 Property.** Declarant, the owner in fee simple of the Real Estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate") situated in Kirkwood, St. Louis County, Missouri, hereby submits the Real Estate, together with and subject to all easements, rights and appurtenances thereto belonging and the Buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of Chapter 448, Missouri Revised Statutes, as the same may be amended from time to time, known as the Uniform Condominium Act effective since September 1983 as amended from time to time (the "Act"). The Condominium consists of the land described in Exhibit A inclusive, as depicted on the Plats and Plans plus twenty-two (22) individual Units organized in two (2) buildings.

**Section 1.2 Location of Condominium.** The location of the Condominium is in the City of Kirkwood, Missouri.

**Article 2**

**DEFINITIONS**

**Section 2.1 Terms Defined in the Act.** Capitalized terms are defined herein or in the Plats and Plans, otherwise they shall have the meaning specified or used in the Act.

**Section 2.2 Terms Specifically Defined in This Declaration.** In addition to the terms hereinabove defined, the following terms shall have the following meanings in this Declaration, the Bylaws, and Plats and Plans:

- (a) "Association" means the Unit Owners Association of the Condominium, if the Unit

Owners after taking control choose to form a nonprofit Association, the "Association" would assimilate all of the powers of the "Condominium" under this Declaration, and the "Board" under this Declaration would be the Board of the nonprofit Association.

(b) "Buildings" (or in the singular, a "Building") means any residential, service or recreation structure or other improvement now or hereafter constructed on the Property.

(c) "Common Elements" (or in the singular, "Common Element") means those parts of the Property either described in the Act as being Common Elements or described herein or in the Plats and Plans as being Common Elements.

(d) "Common Expenses" means expenditures made by or financial liabilities of the Association together with any allocations to reserves.

(e) "Condominium" means the Condominium describe in Section 1.1 above.

(f) "Condominium Documents" includes the Declaration and Bylaws, Plats and Plans, and Rules and Regulations.

(g) "Declarant" means Riverhead Development, LLC its successors and assigns.

(h) "Declaration" means this document, as the same may be amended from time to time.

(i) "Development Rights" means those rights, if any, which the Declarant has reserved to itself as set forth in Article 13.4 and elsewhere in this Declaration.

(j) "Board" means the Board of the Condominium.

(k) "Limited Common Elements" (or in the singular, a "Limited Common Element") also called in the Declaration "Exclusive Use Elements" means those parts of the Property either described in the Act as being Limited Common Elements or described herein or in the Plats and Plans as being Limited Common Elements.

(l) "Monthly Assessment" means the Unit Owner's share of the anticipated Common Expenses, allocated by Unit, for each month of the Association's fiscal year as reflected in the budget adopted by the Board for such year.

(m) "Mortgagee" means the holder of any recorded first mortgage or deed of trust encumbering one or more of the Units.

(n) "Percentage Interest" means the undivided interest in the Common Elements owned by each Unit Owner, as set forth on Exhibit B attached hereto, as the same may be amended from time to time.

(o) "Property" means the Property described in Section 1.1 above.

(p) "Plats and Plans" means the Plats and Plans duly recorded, as such may be amended from time to time.

(q) "Rules and Regulations" means such rules and regulations as are promulgated by the Declarant or the Board from time to time with respect to the use of all or any portion of the Property or the general governance of the community.

(r) "Special Assessment" means a Unit Owner's share of any assessment made by the Executive Board in addition to the Monthly Assessment.

(s) "Special Declarant Rights" means those rights which the Declarant has reserved to itself as set forth in Article 13 and elsewhere in this Declaration.

(t) "Unit" means a physical portion of the Condominium created by this Declaration or any amendment thereto designated for separate ownership or occupancy of a Unit Owner of the Units in this Condominium. The Units in this Condominium are single story "Garden Units" and two story Townhouse Units which are stacked Units, the boundaries of which are described in Article 3.

**Section 2.3 Provisions of the Act.** The provisions of the Act shall apply to and govern the operation and governance of the Condominium, except to the extent that contrary provisions, not prohibited by the Act, are contained in one or more of the Condominium Documents.

### **Article 3**

#### **UNIT BOUNDARIES**

##### **Section 3.1 Unit Boundaries.**

(a) The boundary lines of each Unit are as shown on the Plats and Plans and are formed by the following planes:

(1) The Unit-side surface of the walls and partitions of the Buildings which enclose such Unit and separate it from adjoining Units or Common Elements; the Unit is to include the thickness of the finish material such as plaster or drywall; provided, however, that Townhouse Units (stacked two story Units) shall include the entire intersecting floor/ceiling segment between the stacked components of the Townhouse.

(2) Utility shafts serving only that Unit.

(3) The Unit side surface of the ceiling of the uppermost story of the Unit and the Unit side of the floor of the Unit provided that Townhouse (stacked) Units shall include the entire segment of floor/ceiling between the two story stacked components as part of the Unit.

- (4) All windows and doors.
- (5) All fixtures, ducts, conduits and appliances servicing only that Unit.
- (6) Each Unit's identifying number is shown on the Plats and Plans and on Exhibit B.

Section 3.2 *Relocation of Unit Boundaries*. Relocation of boundaries between two Units will be permitted only by prior written authorization of the Board and the consent of the owners of both Units.

#### Article 4

### DESCRIPTION AND ALLOCATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS (EXCLUSIVE USE ELEMENTS)

Section 4.1 *Description of Common Elements*. Common Elements shall mean those portions of the Buildings identified and designated as Common Elements in the Plats and Plans, including, but not limited to, the following:

- (a) All load bearing structural walls and support beams.
- (b) All utility systems, service pipes, ducts, conduits, sprinkler systems and fixtures servicing more than one Unit.
- (c) All exterior walls, roof, facade and guttering of the Buildings.
- (d) All landscaping, sidewalks, exterior sprinkler systems, exterior lighting and lawn areas not part of a Limited Common Element (Exclusive Use Element – see Section 4.3 below) serving more than one unit and the community as a whole.
- (e) All parking areas internal and external.
- (f) All exterior fencing except any authorized fencing or railing around an Exclusive Use patio or balcony.

Section 4.2 *Description of Limited Common Elements*. Limited Common Elements (hereafter called for greater clarity "Exclusive Use Elements") shall mean those portions of the Buildings identified and designated as Limited Common Elements on the Plats and Plans, or by Section 4.3 below. Those portions of these Exclusive Use Elements serving only the Unit above, below or adjacent to such Exclusive Use Element are Exclusive Use Elements allocated only to the Unit which they serve.

Section 4.3 *Specified Exclusive Use Elements*. The following portions of the Buildings or the Property are hereby designated as Exclusive Use Elements: shutters, awnings, window boxes,

doorsteps, stoops, balconies, porches, decks and patios, if any, which are not part of the unit but which are adjacent to and serve only such Unit. Also designated as Exclusive Use Elements are those portions of the Property designated as "deck areas" on the Plat.

**Section 4.4 *Alteration of Common Elements by the Declarant.*** The Declarant reserves the right to modify, alter, remove or improve portions of the Common Elements, including without limitation, any equipment, fixtures and appurtenances, when required to do so by any regulatory authority prior to the time of transfer of control by the Declarant to a successor Unit Owner Board per Article 13.3.

**Section 4.5 *Allocation of Parking Spaces.*** Each Unit shall have the right to one (1) indoor parking space as an incident to ownership of the Unit. The Declarant shall make the initial designation of such parking spaces to each Unit and, after the Declarant transfers control, the Board shall have such power to designate the spaces for each Unit. The Declarant shall have the power to sell any indoor parking spaces not allocated to Units to Unit Owners needing an additional space who shall own them on the condition that ownership of the space shall never be transferred to a non-Unit Owner.

A Unit Owner may rent its indoor parking space(s) to another Unit Owner, provided that if the Unit of the original Unit Owner is sold, said lease immediately terminates as of the date of closing and the space(s) revert to and return to control of the incoming Unit Owner as an incident of owning the Unit.

Any exterior spaces that are not so expressly allocated to Units shall be a community asset to be licensed for use for a fee going to the community on such terms as the Declarant or the successor Board shall determine.

The Declarant reserves the right, until the Transition Date, to use the parking spaces shown on the Plats and Plans except those which have been expressly earmarked for use and ownership by a Unit Owner who has already bought a Unit. Such right shall be deemed a Development Right.

## Article 5

### MAINTENANCE RESPONSIBILITY

**Section 5.1 *Common Areas.*** The Condominium shall be responsible through its Board for Maintenance of all Common Areas and for repair and replacement of all facilities, features and fixtures in such Common Areas. The Board shall have access to such Common Areas to make such repairs and replacements, including access, if reasonably required to do such work, through Unit Owner space or facilities. The Board shall also repair any damage which passage through or use of Unit Owner space to repair Common Area Facilities causes to Unit Owner facilities. However, any such intrusion through Unit Owner space required for such repairs shall be on prior notice of a least seven (7) days, unless an emergency requires immediate access in

which case the Board shall in good faith give such notice as reasonably possible under the circumstances and shall repair any damage done to the facilities of the Unit Owner.

**Section 5.2 Unit Owner and Exclusive Use Areas.** The Unit Owner shall be responsible for repair and maintenance of the Unit Owner and Exclusive Use Areas, facilities and fixtures comprising the Unit under this Declaration. All Unit Owner work on exterior facilities shall conform to the general guidelines established by the Board to maintain a harmonious and aesthetic appearance for the Condominium as a whole. If a Unit Owner neglects to maintain such areas and facilities properly, creating a blighted appearance, a safety hazard, a health hazard, a possible pest infestation or a nuisance, the Board in its discretion shall have the power to do any or all of the following corrective steps:

- (1) Fine the Unit Owner.
- (2) Order the Unit Owner to do the corrective work and seek any required enforcement power from the courts.
- (3) Cause the corrective work to be accomplished at the Condominium's expense and charge all such expenses plus attorney fees to the Unit Owner as a Special Assessment. This power shall include the right upon seven (7) days prior written notice to make forced entry into the Unit area if necessary.

Because a Condominium is an interdependent living relationship and entwinement of property values, a Unit Owner who fails to maintain reasonable maintenance standards must be disciplined to avoid harm to the property values and quality of life of fellow Unit Owners and residents.

**Section 5.3 Parking Areas.** While specific parking spaces are allocated to specific Units, the parking areas, being separated from the Units themselves and being a general area in the internal garage and on the external lot, shall be a Condominium maintenance responsibility. Unit Owners shall cooperate to move cars on those occasions when repaving, striping or other work is done.

## Article 6

### ALLOCATION OF PERCENTAGE INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

**Section 6.1 Percentage Interests.** Attached as Exhibit B is a list of all Units by their identifying number and the Percentage Interest for each Unit, determined by dividing the approximate sq. footage of each Unit as of the date of this Declaration (exclusive of basements and Exclusive Use Elements) by the total sq. footage of all the Units in the Condominium.

The total of all Units' Percentage Interests is equal to 100%.



**Section 6.2 Common Expenses.** The liability of each Unit for the Common Expenses of the Condominium shall be the same percentage share as the Percentage Interest stated on Exhibit B.

**Section 6.3 Allocation of Unit Owner's Voting Rights.** Each Unit Owner shall be entitled to vote the Percentage Interest amount in all Condominium elections, the total percentage being 100%.

## Article 7

### EASEMENTS

**Section 7.1 Additional Easements.** In addition to the easements provided for by the Act, the following easements are hereby created:

(a) All Units shall be subject to an easement in favor of the Declarant pursuant to Section 448.2-115 and 448.2-116 of the Act. The Declarant reserves the right to use any Units owned or leased by the Declarant as models, management offices, sales offices for this and other projects or customer service offices; and the Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. Prior to assignment as Exclusive Use Common Elements, the Declarant shall have the right to restrict the use of certain Common Element parking areas for sales purposes and to use such areas for sales purposes. Further, the Declarant shall have the right to erect temporary offices on any Common Element Parking areas for models, sales, management, customer service and similar purposes. This easement shall continue until the Declarant has conveyed all Units in the Condominium to Unit Owners other than the Declarant.

(b) The Units and Common Elements shall be, and hereby are, made subject to easements in favor of the Declarant, other Unit owners, appropriate utility and service companies, cable television companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Property. The easements created by this Section 7.1 (b) shall include, without limitation, rights of the Declarant, any Unit Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocated and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone or internet wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through along and on the Units and Common Elements. Notwithstanding the foregoing provision of this Section 7.1(b), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant or so as not to materially interfere with the use or occupancy of the Unit by its occupants. With

respect to any utility lines or equipment serving only the Condominium and located upon the Common Elements, the Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and maintenance of roads and for other purposes necessary for the proper operation of the Condominium.

(c) The Declarant reserves for as long as it is entitled to exercise any Development Right an easement on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and/or correcting drainage of surface water in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section shall pass to the Condominium and expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or take any other action reasonably determined to be necessary. The Declarant or the Condominium, as the case may be, shall restore the affected property as closely to its original condition as practicable.

(d) The Common Elements and Units are subject to an easement in favor of the Declarant for the purposes of construction, reconstruction, maintenance, repair, renovation, replacement or correction of the Units or Common Elements.

(e) The Common Elements (including, but not limited to the Limited Common Elements) shall be and hereby are made subject to an easement in favor of the Condominium and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Exclusive Use Elements).

(f) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other unit in that particular Building, the Common Elements and the Limited Common Elements.

(g) The Units and the Exclusive Use Common Elements are hereby made subject to the following easements:

(1) In favor of the Condominium and its agents, employees and independent contractors, (i) for inspection of the Units and Exclusive Use Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible, (ii) for inspection, maintenance, repair and replacement of the Common Elements or the Exclusive Use Elements situated in or accessible from such Units or Exclusive Use Elements or both, (iii) for correction of emergency conditions in one or more Units or Exclusive Use Elements, or both, or casualties to the Common Elements, the Exclusive Use Elements and/or the Units, (iv) for any of the purposes set forth in this Declaration, and (v) to do any other work reasonably necessary for the proper maintenance of the Condominium, it being understood and

agreed that the Condominium and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of their Unit resulting from the Condominium's exercise of any such rights.

(2) In favor of the Unit Owner benefited thereby and the Condominium and its agents, employees and independent contractors, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(h) If construction, reconstruction, repair, shifting, settlement or other movement of any portion of the Condominium results either in the Common Elements encroaching on any Unit, or in any Unit encroaching on the Common Elements or any other Unit, a valid easement shall exist during the period of the encroachment for the encroachment and for the maintenance thereof.

(i) All easement, rights, and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Property, including by way of illustration but not limitation the Units and the Common Elements, and (except as expressly may be otherwise provided herein or in the instrument creating the same) shall continue in full force and effect until the termination of this Declaration.

*Section 7.2 Reservation of Easement Rights.* Until the construction, marketing and sale of all Units is completed the Declarant reserves the right to grant to any third party any license or easement in, on, over, or through the Property, in addition to and not in limitation of those set forth above, which license or easement is determined by the Declarant, in its reasonable judgment, to be necessary for the development or improvement of the Property. Any such license or easement granted hereunder may be recorded by the Declarant at its sole cost and expense. The Condominium, at the request of the Declarant, shall execute and deliver in recordable form any instrument or document necessary or appropriate to confirm the grant of such license or easement.

## Article 8

### RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

*Section 8.1 Use.* The following restrictions shall apply to the use of the Condominium:

(a) The Units (with exception of any such Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to residential use. The Units may not be used for any other purposes by the Unit Owner or any future Unit Owner. No present or future Owner of any Unit shall permit their Unit to be used or occupied for any purpose other than as a single-family residence. However, Unit Owners and residents shall have the power to conduct business activities by computer, telephone or mail connection so long as

such activities do not involve regular visitors to the Unit or create a burden on the Common Elements or a nuisance to other residents.

(b) No Unit Owner may obstruct the Common Elements in any way. No Unit Owner may store anything in or on the Common Elements without the prior written consent of the Board. No storage shall occur in the parking areas without prior Board approval.

(c) No Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit by way of excessive noise, foul odors, health hazards or safety hazards. The Property is to be maintained in a clean and sanitary condition, and no Unit Owner may place any garbage, trash or rubbish anywhere in the Property other than in their own Unit and in or on such parts of the Common Elements as may be designed for such purpose by the Board.

(d) No Unit shall be used, occupied or kept in a manner which in any way increases the insurance premiums for the Property without the prior written permission of the Board.

(e) Except for a single small non-illuminated name sign or sign indicating the Unit address on the door to their Unit, no owner of any Unit (other than the Declarant in connection with its marketing and sale of the Units) may erect any sign on or in their Unit or any Exclusive Use Element which is visible from outside their Unit or from the Common Elements without, in each instance, having obtained the prior written permission of the Board. This provision is not intended to prevent the Board from maintaining on the Common Elements a register of Unit occupants, or owners, or both.

(f) With the prior written consent of the Board, domestic animal life (including by way of illustration and not limitation dogs, cats, hamsters, birds, reptiles, amphibians and fish) may be kept by a Unit Owner as household pets in their Unit, provided that such animals: (1) are not kept for any commercial purposes; (2) are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Board; (3) do not, in the judgment of the Board constitute a nuisance or hazard to others; and (4) are kept in compliance with local leash laws and animal health laws.

(g) The owner of a Unit shall not alter in any way any portion of their Unit which is part of the exterior façade of the Building in which it is located, including by way of example but not by way of limitation exterior windows or doors, without the prior consent of the Board.

#### *Section 8.2 Sale and Lease of Units.*

(a) A Unit Owner, including but not limited to the Declarant, may sell or lease their Unit at any time and from time to time provided that:

All tenancies must be in writing and shall be for a term of not less than thirty (30) days and

(1) Each approved tenant and leases shall be subject to and be bound by all of the

covenants, restrictions and conditions set forth in the Declaration and all Rules and Regulations established by the Condominium Board.

(b) This Section shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

## Article 9

### THE CONDOMINIUM BOARD

Section 9.1 *Declarant Board*. In accordance with Missouri statutes and the provisions of Article 13 of this Declaration, the Declarant shall designate the initial Board of this Condominium and have all powers and responsibilities until the Transition Date to a Unit Owner Board.

Section 9.2 *The Condominium Board Selection Process*. The Board shall consist of three (3) members elected by the Unit Owners as follows: At the first meeting of the Unit Owners following the Transition Date of Declarant turnover of the Condominium, the Unit Owners shall elect all three (3) members of the Board, with the person receiving the highest number of votes serving for a three (3) year term, the next highest recipient of votes serving a two (2) year term and the person receiving the third most number of votes serving a one (1) year term. All future Board Elections shall occur at the Annual Unit Owners Meeting and all future Board elections after this first election shall be for a term of three (3) years (so that only one Board position is up for election per year to preserve continuity).

Section 9.3 *Qualifications to Serve*. Only a natural person who is a Unit Owner of record in the property records of St. Louis County and in good standing as to payments to the Condominium shall serve on the Board. A Board member who ceases to own a Unit shall cease to be a Board member as of the date of transfer of title. Any Board member who is convicted of a felony or who has engaged in misdealing or defalcation in performance of Board duties shall be disqualified to continue to serve. If a Board member dies, resigns or becomes disqualified, the remaining Board members shall select a Unit Owner to fill the vacancy for the remainder of the term.

Section 9.4 *Officers and Internal Organization of the Board*. The Board shall name one of its members to be President of the Board and one to be Treasurer and one to be Secretary. The President shall preside at all Board Meetings and at all Unit Owner meetings. The Treasurer shall keep all financial records. The Secretary shall keep all minutes of Board Meetings and Unit Owner meetings and all general Condominium records.

Board meetings shall occur at the call of the President or by vote of a majority on due notice to all Board members. A majority of the Board at such duly called meetings shall constitute a quorum to do business. The Board shall meet at least once every quarter and shall make reasonable effort to give notice to Unit Owners of the time and place of the meetings. Unit

Owners shall have the right to attend and observe meetings but any request to make a presentation to the Board must be preceded by a written request in advance to the Board.

The Board may close a portion of its meeting to Unit Owners and guests and go into executive session to discuss litigation, personnel matters, or property transactions involving bids that would not be appropriate for public presentation.

All Board decisions on any question before it shall be resolved by majority vote unless this Declaration requires more.

## Article 10

### POWERS & DUTIES OF THE BOARD

The Board shall have the following powers and duties.

**Section 10.1 *Preparing the Annual Budget.*** By one (1) month before the Annual Unit Owner Meeting, the Board shall prepare the annual budget for the Condominium showing the expected revenues and the expenditures for the next calendar year and send a copy to all Unit Owners.

The budget shall reflect what, if any, addition to reserves the Board expects and shall also show the assessments applicable to the Unit Owners for the next year, indicating what, if any, change is being made in the amount of the assessments. Unless the budget is rejected and called back by the Unit Owners under procedures of Article 11.1, the budget shall officially take effect on the first day of the second calendar month after the Annual Unit Owner Meeting (said day being the start of the fiscal year).

**Section 10.2 *Assessments for Units.*** As part of the annual budget process, the Board shall determine what, if any, change is to be made in the regular annual assessments to be paid in monthly installments by the Unit Owners. Assessments shall be paid proportionately to the Unit size as shown on Exhibit B. All Units of the same size shall pay the same monthly amount, and larger Units shall pay a proportionately larger assessment than smaller Units. Monthly assessment payments are due on the first day of each month and shall have a late fee of 9 % for any payment made after the 5<sup>th</sup> day of the month. Unpaid assessments shall run interest at the rate of 9%.

If unanticipated contingencies arise that require additional regular revenues before the next budget review, the Board by a unanimous vote may upon sixty (60) days notice to the Unit Owners increase the monthly assessment level for all Units to meet a higher recurring cost.

Additionally, if a serious and immediate large-scale capital expenditure is required, needing a sizeable single amount of money, the Board may by unanimous vote impose a flat, one-time special assessment upon all Unit Owners (to be assessed proportionately to the Unit Owners in accordance with the percentage interest shown on Exhibit B). Said special assessment

shall give Unit Owners a minimum of ninety (90) days to pay. All special assessments or interim regular assessment increases done outside the setting of the annual budget approval are subject to the power of the Unit Owners to reject and call back the action per Article 11.3, however the assessments remain due and payable and fully enforceable until such time if any, as they are called back and overridden by the Unit Owners.

Any unpaid assessment or other charge from the Condominium against a Unit shall be a lien on the Unit as of the day of default without any necessity of recording the lien itself in the County Records (since the existence of the Condominium is fair notice to the world of continuing obligation to pay assessments).

The liens and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Unit of a defaulting Owner, such sale to be conducted in the manner set forth in Chapter 443, RSMo (as now written or as hereafter amended). The Owner of each Unit, by acquisition of such Unit grants to the Condominium a power of sale in connection with the Condominium's liens. By written resolution, the Board may appoint, from time to time, an officer, agent, trustee or attorney of the Condominium to exercise the power of sale on behalf of the Condominium. The Condominium may bid for and purchase the Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a first mortgagee of a Unit in order to satisfy first lien indebtedness will extinguish the subordinate lien for any Assessments which became payable prior to the date of such foreclosure sale.

*Section 10.3 Managing Condominium Funds and Reserves.* The Board shall invest Condominium funds only in accounts or investments that are insured by the United States Government.

The Board shall cause all bills to be paid timely and shall arrange for federally insured depository accounts to handle all receipts.

The Board shall save and earmark funds for long-term reserves to cover future capital or community needs.

The Board shall serve as trustees and fiduciaries of the community's funds and shall avoid self-dealing and conflict of interest in their use and investments.

*Section 10.4 Making Condominium Rules.* The Board shall have the power to make any and all rules consistent with this Declaration which they deem necessary and proper for control and use of the Common Elements, conducting Condominium business and maintenance of property values and good quality of life for the Condominium.

Such rules may provide for fines and enforcement sanctions for noncompliance, including but not limited to deprivation of access to or use of Common Elements for a violator, acceleration of a full year's assessment payments for a defaulter or non-complying party, automatic liens for nonpayment and injunctive relief and damages through the courts, along with

payments by the violator of all attorney fees and costs incurred in enforcing the Rules against a violator.

**Section 10.5 *Controlling the Common Elements.*** The Board shall maintain the Condominium Common Elements in good condition for the benefit of the Unit Owners and residents. The Board shall work to develop a long-term plan for anticipated repair or replacement work on Common Elements.

The Board shall represent, act for and speak for the Condominium on any regulatory question involving governmental authorities, or utilities, including but not limited to drainage, zoning, use, parking, utility access and police and fire service.

The Board shall have the power to negotiate and grant any permanent easements or temporary access rights over the Common Elements or Buildings as required to provide service to Condominium residents or to make needed repairs or deal with safety requirements. However, any party having such easement or right of access shall first obtain the prior written consent of the Board (which consent shall not be unreasonably withheld) to any initial or new use of said right, shall work in good faith to minimize disruption to the Common Elements and Unit Owners and shall cause to be repaired in good order any harm caused to the Common Elements or property of the Unit Owners caused by such use.

**Section 10.6 *Selecting & Controlling Contractors, Employees and Managers.*** The Board shall have the power to negotiate, contract for, hire, fire, discipline and supervise employees and contractors used in the performance of Condominium work. No contract shall be longer than two (2) years duration.

The Board shall have the same powers to engage, use and discharge professionals (accountants, attorneys, engineers, community managers) as needed for Condominium purposes.

**Section 10.7 *Regulating Appearance, Safety and Alteration or Exterior Modifications.*** Maintenance of sound property values and harmonious community appearance requires that there be community overview of the appearance and use of Common Elements and of the exterior appearances and condition of Units and Exclusive Use Elements.

No Unit Owner shall have the right to convert Common Element areas to exclusive individual use.

No Unit Owner shall construct or emplace any exterior feature or coloration without first obtaining prior written permission of the Board under rules established by the Board. Failure to obtain such permission shall empower the Board at any time to cause the feature or color to be removed. When in doubt, the Unit Owner should first seek permission before making any change.

The Board shall have the power to find that a feature or color emplaced by a Unit Owner diminishes reasonable appearance or threatens property values or adversely affects safety and to order and enforce its removal at the Unit Owner's cost.



Likewise, if a Unit Owner has failed to make necessary repairs and created an eyesore, a safety hazard, a pest infestation, a nuisance or health hazard, the Board shall have the power to order the situation corrected at the Unit Owner's expense, or the Board may cause the work to be done and charge the amount to the Unit Owner along with all costs and attorney fees incurred.

Section 10.8 *Obtaining and Maintaining Insurance.* The Board shall obtain and maintain such property insurance on the Common Elements at levels commensurate with their value as is reasonably available. The Board shall maintain liability and Board errors and omission insurance at such levels as they deem appropriate.

Section 10.9 *Enforcing the Indenture and Rules and Collecting Sums Due.* The Condominium in the name of the Condominium may commence any legal action, by vote of a majority of the Board. The Condominium may be joined as a defendant in a legal action by obtaining service on at least two (2) of the three (3) Board members.

When the Board has reason to believe that a Unit Owner or resident has violated this Declaration or a Rule, the Board shall give the accused violator a reasonable opportunity to be heard with at least thirty (30) days prior notice for such hearing. However, no formal hearing shall be required to proceed with sanctions if the violation is the mere failure to pay assessments timely.

The Board shall establish guidelines for the disciplinary impositions for violations of the Declaration or Rules. The Board shall have the power, depending on the gravity of the offense, to impose fines (which may increase for repeated offenses), deprivation of access or use of Common Elements for a stated period, acceleration of assessments for up to a full year plus all costs for corrective work, all court costs and all attorneys fees incurred by the Board.

Where the wrongdoer is a tenant or resident of a Unit other than the Unit's Owner, both the wrongdoer and the Unit Owner may be subjected to sanctions or required to pay for any harm done by the wrongdoer, costs or attorney fees incurred by the Board.

## Article 11

### UNIT OWNER MEETINGS AND RIGHTS OF PARTICIPATION

Section 11.1 *Annual Meetings and Special Meetings.* The first annual meeting of the Unit Owners (at which, the first Unit Owner Board shall be elected per Article 9.2) shall occur within thirty (30) days of the Transition Date from Declarant control under Article 13.3. Annual Unit Owner meetings shall thereafter occur within the same month as that first meeting on thirty (30) days prior notice to all Unit Owners at a time and place set by the Board.

The Board President shall preside at Unit Owner meetings which shall be conducted under Roberts Rules of Order. Unit Owners shall vote by the percentage of their ownership interest shown in Exhibit B. Unit Owners shall have the right to vote by proxy if they cannot

attend. Unless a higher percentage is required under this Declaration for a particular vote, all Unit Owner decisions shall be by majority of the interest voting of the meeting. Where there is controversy, fair opportunity shall be given to opposing views to speak.

At the annual meeting the Board shall make a written report on the financial status of the Condominium on any major projects contemplated or in progress for the next year and any policy changes expected to be implemented. The meeting shall allow Unit Owners time to ask questions or to make comments about the Condominium's finances, business, maintenance, or operation. The Board shall present the budget for the next year to the Unit Owners for a vote. Unless a majority of the Percentage Interest of all Unit Owners in the Condominium reject the budget, it shall stand approved.

The Unit Owners by petition of 20% of all Unit Owners or by vote of the Board may hold a special meeting to discuss Condominium business. Such meeting shall occur on at least thirty (30) days prior notice to all Unit Owners. The notice shall specify the subjects to be covered and the special meeting shall be limited solely to those subjects. No quorum shall be required for a Unit Owners meeting held on due notice.

*Section 11.2 Unit Owner Rights of Access to Records.* Any Unit Owner shall have the right to inspect the financial books and business records of the Condominium by giving the Board at least seven (7) days prior notice. The Unit Owner shall have the right to make copies at the Unit Owner's expense.

*Section 11.3 Unit Owner Power to Nullify or Call Back Board Rules, Special Assessments or Actions.* Upon petition of 20% of the Unit Owners or by vote of a majority of the Board, the Unit Owners shall be empowered to set a vote to call back and nullify any interim increase in regular assessments or Special Assessment outside the budget and assessment approved at the Annual Meeting. Said vote shall occur within forty-five (45) days of the presentation of such petition from Unit Owners or of the date of an authorizing vote of the Board. The Board shall give all Unit Owners at least thirty (30) days prior notice of this meeting. The notice shall specify the details of the item under review.

If 2/3 of the ownership Percentage Interests voting on the issue vote to reject an interim increase in regular assessments, a Special Assessment or Rule, then said Special Assessment or Rule shall be nullified and the prior situation shall prevail unless the Board substitutes a new Special Assessment or Rule which withstands such a subsequent call back vote by the Unit Owners.

*Section 11.4 Ouster of a Board Member.* By petition of 30% of Unit Owners, a special meeting of Unit Owners may be called to consider the ouster of a Board member for cause. The petition and the notice for the meeting shall state the reasons for which ouster is sought. The Unit Owners shall get at least thirty (30) days prior notice for this special ouster vote meeting. The President shall preside (unless the President is the person against whom ouster is sought in which case another Board member or agreed neutral party shall preside). Proponents and opponents shall be given fair opportunity to speak before the ballots of persons present and

voting are cast. If 2/3 of the percentage of ownership voting favor ouster, then the Board member shall immediately be removed from office.

The remaining Board members shall fill the vacancy (unless the entire Board is ousted in which case a special election shall occur as if the Unit Owners had just taken over from the Declarant per Article 9.2).

## Article 12

### LIABILITY AND LIMITATIONS ON LIABILITY

Section 12.1 *Danger Caused by Unit Owners, Residents or Guests.* If a Unit Owner or a resident or tenant in the Unit or a guest of a Unit Owner causes damage to the Common Elements, the Unit Owner shall be jointly and severally liable along with the wrongdoer to pay for all such damages. Such damages shall remain a lien on the Unit of said responsible Unit Owner until the amount has been fully paid to the Condominium.

Section 12.2 *Scope and Limitations of Liability of Board Members.* Board members shall not be liable for ordinary negligence in performing their duties but shall be liable for intentional, unlawful or reckless misconduct. The Condominium shall indemnify and hold the Board members harmless from all liability, claims or causes of action alleging ordinary negligence. This limitation of liability and indemnification in favor of Board members shall extend specifically to (but not be limited to) any claim of personal liability imputed to Board members regarding the maintenance or condition of the Common Elements.

## Article 13

### DECLARANT CONTROL & SPECIAL RIGHTS

13.1 *Working Capital Deposit.* Declarant shall collect the sum of \$350.00 from each purchaser of a Unit as a deposit to the Condominium for working capital. Said sum shall be nonrefundable and shall not be considered to be any form of advance payment for any assessments or other payments due the Condominium.

During the period of Declarant control said working capital deposits shall be maintained in a federally insured separate account by the Declarant. At the Transition Date for transfer to a Unit Owner Board, Declarant shall transfer the working capital deposits plus a full accounting of all such sums and interest accrued to the Condominium to give it a threshold financial base at the outset.

13.2 *Assessments and Contracts During Declarant Control.* The Declarant shall have all the powers granted the Board under this Declaration and Missouri statutes during the period of

**Declarant: Riverhead Development, 11939 Manchester Road #118, Des Peres, MO 63131**

The Monroe Station Condominium development consists of two buildings located in the City of Kirkwood, Missouri. The Monroe Station Condominium development consists of 22 condominium dwellings. Major Construction is planned for completion in December 2004. Amenities include an underground parking structure and courtyard on roof of underground parking structure between building 227 & 231. Major construction of these two items is complete.

The enclosed Monroe Station Condominium Pro Forma budget is an estimate of anticipated expenses, real expenses may be higher or lower. The budget assumes all condominiums are sold and occupied and all condominium owners pay their respective fee. This budget does not account for inflation. A reserve fund is included in the budget and totals \$17,700 after the first full year of operation.

All condominiums have a monthly assessment of \$160 except unit 231-103 which has an assessment of \$220 per month.

A one time capital contribution fee of \$350 will be collected from each new condominium purchaser at the time of closing. This fee is to enhance the reserve fund for the association and is a one time flat fee that is the same amount for each condominium.

The declarant warrants each individual condominium finish (ie. cabinets, flooring) work to be free of defective installation craftsmanship for a period of one year from the purchase date.

Within ten days after receipt of an original sale certificate, or within five days after execution of the sale contract, whichever is longer, and before conveyance, a purchaser may cancel any contract for purchase of a unit from the declarant; and if a purchaser receives the original sale certificate more than ten days before signing a contract he may not cancel contract;

Any deposit made in connection with the purchase of a unit will be held in escrow for five days after receipt of the original sale certificate and will be returned to the purchaser if the purchaser cancels the contract pursuant to section 448.4-108, ESCROW AGENT: Riverhead Development, 11939 Manchester Road #118 Des Peres MO 63131

Declarant control to establish and enforce monthly assessments on Units which have been sold. Such assessments collected shall not be used for development purposes of Declarant. However, they may be used to meet regular bills arising from maintenance or utilities for the Common Elements which Declarant has completed (for example watering lawns, lawn work, lighting of Common Element areas, heating of garage, etc.).

Declarant shall keep an accurate accounting of all assessment sums collected and all expenditures using said sums. Any vestige shall be turned over to the Condominium after the Transition Date.

Any contracts for maintenance or other services made by Declarant shall be made expressly subject to the right of the first Unit Owner Board after the Transition Date to reject said contract and make alternative arrangements.

No Declarant owned Unit shall be subject to assessments until it is sold, provided however if any remain unsold twenty-four (24) months after the sale of the first unit, then said unsold Declarant Unit shall become subject to assessments applicable to all other Units.

*Section 13.3 Period of Declarant Control and Its Termination.* The Declarant shall have full power to appoint the interim Board members and to remove them until the Declarant has sold and conveyed title to 25% of the total Units at which time the Unit Owners other than Declarant shall be empowered to elect at least one member of the three person Board, the other two seats remaining under Declarant control until the Transition Date stated below.

The Declarant shall remain in control of two (2) of three (3) seats of the Board and of the affairs of the Condominium until the Transition Date of Declarant control. Said Transition Date shall be the earliest of the following:

(a) No later than sixty (60) days after the conveyance of title by Declarant of a total of 75% of the Units to non-Declarant owners, or

(b) Two (2) years after Declarant has ceased to offer units for sale in the ordinary course of business.

For the Transition Date, the Declarant shall cooperate with the Unit Owner representative on the Board to set the organizational meeting of the Unit Owners. The Declarant shall provide the first Unit Owner Board with a financial report on all Condominium funds collected (both assessment funds and working capital payments) and all disbursements for Condominium purposes. The Declarant shall promptly turn over to the newly selected Board of Unit Owners all such Condominium funds and shall cause the land title to Common Elements to be vested in the name of the Condominium. The Declarant shall cooperate fully in good faith to make a smooth transition in transfer of title and control on all items needing formal title and to make sure that insurance designations have been properly redone.

**Section 13.4 General Development Rights.** In addition to the easement rights reserved to Declarant until the Transition Date, the Declarant reserves to itself and for the benefit of its successors and assigns the right:

(a) To connect with and make use of utility lines, wires, pipes and conduits located on the Property for construction and sales purposes, provided that the Declarant shall be responsible for the cost of services so used;

(b) To use the Common Elements for ingress and egress, for the repair and construction of Units and Common Elements including the movement and temporary storage of construction materials and equipment, and for the installation of signs and lighting for sales and promotional purposes;

(c) To subdivide or convert Units into Common Elements, to withdraw real estate from the Condominium and any and all other Development Rights as are now allowed or in the future may be allowed by the Act;

(d) To complete all improvements shown on the Plats and Plans, to exercise the Development Rights set forth herein, to maintain models and sales offices and to exercise the easements as set forth in Article 7 hereof, to appoint or remove any officer or Board member during any period of Declarant control of the Condominium and any and all other Special Declarant Rights as are now allowed or in the future may be allowed by the Act; and

(e) To amend the Declaration so long as such amendment is not inconsistent with the governing Missouri statutes.

#### **Article 14**

#### **AMENDMENT OF DECLARATION**

After the Transition Date from Declarant control, this Declaration may only be amended by the Unit Owners by the following process. Amendments may be proposed by unanimous vote of the Board or by written petition of the Unit Owners signed by Unit Owners holding at least 20% of the voting percentage (Exhibit B) of the Condominium.

The Board shall set a meeting to vote on said proposed amendment with at least forty-five (45) days prior notice. The notice shall state the date and time of the vote, the old language being amended, the new language proposed and the voting procedures. At the meeting proponents and opponents shall be given fair opportunity to speak before the vote. If 2/3 of the votes cast (in person or by proxy) at the meeting are in favor of the amendment, it shall be duly adopted and recorded in the County Records. If the proposed amendment fails to get a 2/3 vote of approval, it shall be a nullity.

Article 15

NOTICES

All notices under this Declaration shall be valid if mailed to the last known address of the Unit Owner by the U.S. Mail postage prepaid. It shall be the responsibility of the Unit Owner to see that a correct address is available to the Condominium.

IN WITNESS WHEREOF, the Declarant by its duly authorized signatory has caused this Declaration to be executed with binding effect this 5 day of April, 2004.

RIVERHEAD DEVELOPMENT, LLC

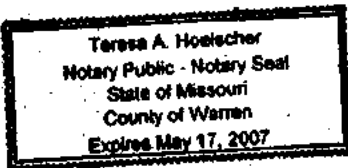
By: 

MICHAEL BOLEN, SR  
MANAGER

By: 

MICHAEL BOLEN, II  
MANAGER

Subscribed and sworn before me this 5<sup>th</sup> day of April, 2004.



  
NOTARY PUBLIC

## EXHIBIT A

A tract of land being known as Lot "A" of the Consolidation Plat of part of Block 31 of the Town of Kirkwood, as recorded in Plat Book 331 of the St. Louis County Land Records, and being more particularly described as follows:

Commencing at the intersection of the North right of way of West Monroe Ave. (60' W.) with the East right of way line of Harrison Ave. (60' W.), thence East along the North right of way line of West Monroe Ave. a distance of 62.50' to a set rebar which marks the point of beginning of the herein described tract, thence leaving said North right of way an angle of  $89^{\circ}20'00''$  to the right for a distance of 172.89' to a set rebar in the South right of way of Missouri-Pacific Railroad (112' W.), thence along said South right of way line an angle of  $125^{\circ}28'00''$  to the left for a distance of 230.22' to a set rebar in said South right of way, thence leaving said right of way an angle to the left of  $54^{\circ}32'00''$  for a distance of 308.68' to a set rebar in the North right of way of West Monroe Ave., thence along said North right of way an angle to the left of  $89^{\circ}20'00''$  for a distance of 187.50' to a set rebar which marks the point of beginning of the herein described tract containing 45,143 square feet, or 1.03 acres, more or less.



**EXHIBIT B**

**Building 227**

Unit	101	4.414%
	102	4.437%
	103	4.490%
	104	4.399%
	201	4.227%
	202	4.559%
	203	4.265%
	204	4.498%
	205	4.315%
	206	4.498%
	207	4.265%
	208	4.505%

**Total 52.872% For Building 227**

**Building 231**

Unit	101	4.429%
	102	4.380%
	103	6.716%
	201	4.460%
	202	4.475%
	203	4.441%
	204	4.471%
	205	4.498%
	206	4.471%
	207	4.787%

**Total 47.128% For Building 231**

**FIRST AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM**  
**AND BYLAWS OF**  
**MONROE STATION CONDOMINIUM**

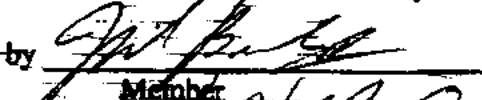
RIVERHEAD DEVELOPMENT, LLC [Grantor for recording purposes and Declarant of this Condominium] under its reserved power as Declarant in Section 13.4(c) to amend the Declaration recorded at Book 15756, Page 646 of the St. Louis County Records hereby makes the following amendment of said Declaration:


~~ALL OF THE ORIGINAL EXHIBIT A SHALL BE STRICKEN AND THE FOLLOWING TEXT SHALL BE SUBSTITUTED AS THE NEW EXHIBIT A IN ITS PLACE:~~

**EXHIBIT A**

~~Units 101 through 104, 201 through 208 in Building 227 and Units 101 through 103, 201 through 207 in Building 231 of Monroe Station Condominium, according to the plat thereof recorded in Plat Book 352 page 261 and 262 of the St. Louis County Records, together with an undivided share in and to the common elements and appurtenances thereto belonging, all as more particularly set forth in the Declaration of Condominium and By-Laws of Monroe Station Condominium recorded in Book 15756 Page 646 of the St. Louis County Records and all subsequent amendments thereto.~~

RIVERHEAD DEVELOPMENT, LLC

by   
Member

by   
Member

STATE OF MISSOURI

Before me this 24<sup>th</sup> day of July, 2004 appeared

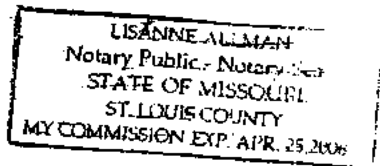
Michael Bolen and Mike Bolen II

who, being duly sworn, stated that they are the sole members of Riverside Development, LLC and that they sign the foregoing with full authority and binding effect for said company.

Lisanne Allman

Notary Public

Lisanne Allman



Space above this line reserved for Recorder of Deeds

**THIS AMENDMENT TO DECLARATION, is hereby made and executed by RIVERHEAD DEVELOPMENT, LLC, a Missouri limited liability company (hereinafter referred to as "Declarant").**

**WHEREAS, Declarant recorded the original Declaration of Condominium of Monroe Station Condominium, submitting certain real property situated in the County of St. Louis, State of Missouri, described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), together with and subject to all easements, rights and appurtenances thereto belonging and the buildings and improvements erected or to be erected thereon, to the provisions of the Uniform Condominium Act of the State of Missouri, as contained in Chapter 448 thereof, Missouri Revised Statutes in Book 15756, Page 646 in the Office of the Recorder of Deeds of St. Louis County, State of Missouri; and**

**WHEREAS, Declarant, pursuant to Section 13.4(e) of the Declaration, desires to amend the Declaration as stated herein.**

**NOW, THEREFORE, Declarant hereby amends the Declaration as follows:**

**1. Section 13.4 of the Declaration is amended by adding the following additional paragraphs (f), (g), (h) and (i):**

**(f) To acquire such additional property as Declarant may elect from time to time, and to add such property to the Property and submit such property to the provisions of this Declaration. Without limiting the generality of the foregoing, Declarant specifically reserves the right, provided that Declarant shall have no obligation with respect thereto and no assurances are made to any Unit Owner that any such right shall be exercised by Declarant, to acquire that certain real property adjacent to and contiguous with the western edge of the Property currently known and numbered as 241 West Monroe, and to submit such property to the provisions of this Declaration;**

(g) To enter into, create, obtain or acquire easements serving the Property on terms and conditions as Declarant shall deem appropriate and to access such easements and construct or maintain such buildings, structures or other improvements thereon as Declarant shall from time to time elect;

(h) To further subdivide any or all of the Common Elements and identify Units and Limited Common Elements within the Property and to assign Limited Common Elements to such Unit or Units as Declarant shall deem appropriate, and to record such amendments to this Declaration or to the Plats and Plans as Declarant may deem necessary in connection with such identification; and

(i) Upon Declarant's identification of any additional Units pursuant to (h) above, to reallocate the percentages of undivided interests in the Common Elements and in the Common Expenses of the Association allocated to each Unit on the basis of the square footage of each Unit.

2. Section 10.2 of the Declaration is amended by adding the following additional language:

"Maintenance, including repairs and replacements, of Exclusive Use Areas shall be the responsibility of the Unit Owner as set forth in Section 5.2, provided, however, that the Association shall have the right to administrate maintenance, including repairs and replacements, of any Exclusive Use Areas allocated to more than one Unit, and to levy an assessment against the Owners of the Units to which such Exclusive Use Area is allocated in such Owners' proportionate shares of the amount of said maintenance, which levy shall constitute an Assessment hereunder for which the Association shall have all of the rights and remedies set forth herein."

3. Section 9.4 of the Declaration is amended by replacing the first three sentences of the second paragraph in their entirety with the following:

"The Board shall meet at least once every year immediately following the annual meeting of the Unit Owners. In addition thereto, Board meetings shall occur at the call of any member of the Board on due notice to all Board members. A majority of the Board at such duly called meetings shall constitute a quorum to do business."

4. Unless otherwise defined herein, all capitalized terms appearing in this Amendment shall have the meanings ascribed to them in the Declaration of Condominium.

5. Except as modified hereby, the terms and conditions of the Declaration of Condominium, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, pursuant to Section 13.4(e) of the Declaration, consents to and has executed this Amendment to Declaration this 2<sup>nd</sup> day of November, 2004.

DECLARANT:

RIVERHEAD DEVELOPMENT, LLC, a Missouri limited liability company

By: [Signature]  
Michael Bolen, Sr., Member

By: [Signature] (Member)  
Michael Bolen, II, Manager

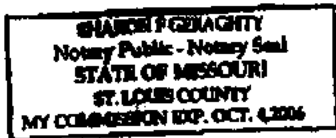
STATE OF MISSOURI )  
                                  ) SS  
COUNTY OF ST. LOUIS )

I, SHARON GERAGHTY, a Notary Public, do hereby certify that on the 3<sup>rd</sup> day of November, 2004, personally appeared before me Michael Bolen, Sr., and, being first duly sworn to me, acknowledged that he signed as his own free act and deed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

[Signature]  
Notary Public

My Commission Expires:



**EXHIBIT "A"****LEGAL DESCRIPTION OF THE PROPERTY**

Units 101 through 104, 201 through 208 in Building 227 and Units 101 through 103, 201 through 207 in Building 231 of Monroe Station Condominium, according to the plat thereof recorded in Plat Book 352 Page 261 and 262 of the St. Louis County Records, together with an undivided share in and to the common elements and appurtenances thereto belonging, all as more particularly set forth in the Declaration of Condominium and By-Laws of Monroe Station Condominium recorded in Book 15756 Page 646 of the St. Louis County Records and all subsequent amendments thereto.

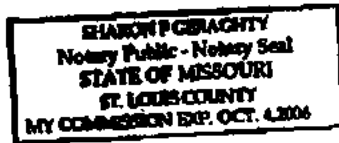
STATE OF MISSOURI )  
 )  
COUNTY OF ST. LOUIS ) SS

I, SHARON GERAGHTY, a Notary Public, do hereby certify that on the 3<sup>rd</sup> day of November, 2004, personally appeared before me Michael Bolen, II, and, being first duly sworn to me, acknowledged that he signed as his own free act and deed the foregoing document in the capacity therein set forth, and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, on the day and year first above written.

Sharon F Geraghty  
Notary Public

My Commission Expires:



371656



**FOURTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM AND BYLAWS OF  
MONROE STATION CONDOMINIUM**

THIS AMENDMENT is made this 2<sup>nd</sup> day of March, 2008 by the Monroe Station Condominium Association ("Association").

WHEREAS, Monroe Station Condominium ("Condominium") was created under the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo. ("Act") by virtue of the "Declaration of Condominium and ByLaws of Monroe Station Condominium" as recorded April 9, 2004 in Book 15756, Page 646 of the records of St. Louis County, Missouri, as amended ("Declaration"); and

WHEREAS, certain real property comprising the Condominium was subjected to the Act and Declaration; said property is more particularly described in Exhibit "A" attached to the Declaration, a copy of which is incorporated herein by referenced and attached hereto as Exhibit "A," and

WHEREAS, said property was subdivided into 22 Units and Common Elements by virtue of the Monroe Station Condominium Plat as recorded April 9, 2004 in Plat Book 352, Pages 261-262 of the records of St. Louis County, Missouri, as may be amended ("Plat"); and

WHEREAS, the Declarant recorded amendments to the Declaration as follows: the "First Amendment" as recorded August 6, 2004 in Book 16020, Page 104, the "Amendment" as recorded November 10, 2004 in Book 16199, Page 263, and the "Second Amendment" as recorded January 25, 2006 in Book 17036, Page 1246, all of the records of St. Louis County, Missouri; and

WHEREAS, the Unit Owners are members of the Association and may amend the Declaration as provided in Section 448.2-117 of the Act and Article 14 of the Declaration by vote or agreement of at least two-thirds (2/3rds of the Owners, such action being taken at a meeting of the Association; and

WHEREAS, the Owners, at a meeting duly called and held, approved amendment of certain provisions of the Declaration as set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. *Subsection (a) of Section 2.2, relating to the Association, is deleted in its entirety and a new subsection (a), relating to the same subject, is inserted in lieu thereof, to read as follows:*

**“(a) “Association” means Monroe Station Condominium Association, the unit owners association organized under Section 448.3-101 of the Act, which shall be organized as a Missouri nonprofit corporation under Chapter 355, RSMo, and its successors and assigns.”**

**B. Section 8.2, relating to leasing of Units, is deleted in its entirety and a new Section 8.2, relating to the same subject, is inserted in lieu thereof, to read as follows:**

**“Section 8.2 Leasing of units. The Owners deem it to be in the best interests of the entire community as a whole to preserve the Condominium as a community in which the Units are primarily owned by Owner-occupants. Accordingly, the purpose of this Section 8.2 is to foster Owner-occupancy in the future and thereby improve stability among residents, inhibit transiency and safeguard the value of investment.**

**The provisions of this Section 8.2 shall be effective on the date 60 days after the recording date of this amendment (the “Effective Date”).**

**“(a) Restrictions on Leasing.**

**“(1) Notwithstanding any provision of the Declaration to the contrary, no Person who acquires title to a Unit on or after the Effective Date, regardless of the manner in which title may be acquired, shall lease his Unit; provided, however, that a holder of a mortgage or deed of trust who acquires title by foreclosure or, deed in lieu of foreclosure is excluded from this provision.**

**“The term “Lease” means any agreement for the exclusive possession of the Dwelling that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Unit. Provided, however, that a Unit shall not be deemed as leased if it is occupied by:**

**“(i) parents or children of the record Owner; or**

**“(ii) if the Owner is a trust and the Unit is occupied by the beneficiary of a trust, as long as the beneficiary is also the grantor of the trust or the spouse or direct family member of the grantor of the trust. A “direct family member” means children or siblings of the beneficiary.**

**“The records of the St. Louis County Recorder of Deeds shall be conclusive in determining the record Owner of a Unit.**

**“(2) Any contract for the purchase of a Unit shall be exempt from this Section 8.2 if the acceptance date of said contract is prior to the Effective Date.**

**“(3) Nothing in this Section 8.2 shall be construed to impair the right of any Owner who owns a Unit on the Effective Date to lease his Unit after the Effective Date, and to continue to enjoy such right so long as he is the Owner of said Unit, subject to the regulations contained in subsection (b) of this Section 8.2.**

**“(b) Regulation of Leases. Any lease agreement permitted under this Section 8.2 and made after the Effective Date shall be in writing and, whether or not expressly set forth in the agreement, shall be deemed to include the following provisions:**

**“(1) the lease and tenant shall be subject to the provisions of the Act and this Declaration, By-Laws and rules and regulations (“Governing Documents”),**

**“(2) any violation of the Act or the Governing Documents may be deemed a default of the lease,**

**“(3) the lease shall have a minimum initial term of at least twelve (12) months,**

**“(4) no Unit shall be leased for transient or hotel purposes,**

**“(5) not less than the entire Unit shall be leased unless the Unit is also occupied by the Owner,**

**“(6) no Unit shall be subleased, nor shall the lease be assigned, without the prior written consent of the Board,**

**“(7) the Owner appoints the Board as his/her attorney-in-fact to enforce any violation of the Act or Governing Documents by the tenant,**

**“(8) the Board may require that a lease addendum, in such form as the Board may determine, be signed by the Owner and tenant as part of the lease,**

**“(9) the Owner shall furnish a complete copy of the Governing Documents to the tenant, and the tenant shall be afforded reasonable time to review same prior to signing the lease, and**

**“(10) the Owner shall furnish a copy of the executed lease and lease addendum as may be required under subsection (8), and the names and contact information of all tenants, to the Board not less than thirty (30) days prior to the commencement date of the lease. The Board shall have the right to approve or deny the lease based upon compliance with the Act, this Section 8.2 and other applicable provisions of the Governing Documents, and shall furnish**

its response to the Owner within fifteen (15) days after receipt of all information required in this paragraph (10).

“(c) Waiver. Upon written application by an Owner, the Board may waive any provision of subsections (a) and (b) of Section 8.2 for a reasonable period of time in the event of unforeseen circumstances, military service, sabbatical, hardship, or other good cause shown by the Owner. Any such waiver shall be set forth in writing and signed by the Owner and the Board.

“(d) Local Government Inspection, Occupancy Permit. To the extent required by any local governmental agency, any change of occupancy of a Unit must comply with inspections and other applicable ordinances and codes of local government. A copy of any permit required by local government shall be furnished to the Board prior to such change in occupancy.

“(e) Rulemaking. As provided in subdivision (1) of Section 448.3-102.1 of the Act and Section 10.4 of this Declaration, the Board is authorized to adopt reasonable rules to implement the provisions of this Article.

“(f) No Time-Sharing. No Unit may be conveyed pursuant to a time-sharing plan. “Time-Sharing” means use of any Unit for operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Unit rotates among participants in the program on a fixed or floating time schedule over a period of years.

“(g) Remedies. In the event of any violation of the Act, this Section 8.2 or any other provision of the Governing Documents, the Association shall be entitled to any appropriate relief and remedies under the Act and the Governing Documents, against the Owner and/or tenant, including but not limited to termination of the lease and eviction of the tenant, and recovery of attorney’s fees and costs incurred, at the Owner’s expense.”

*C. Article 14, relating to amendments, is deleted in its entirety and a new Article 14, relating to the same subject, is inserted in lieu thereof, to read as follows:*

**“ARTICLE 14  
“AMENDMENT OF DECLARATION**

“The Declaration may be amended under Section 448.2-117 of the Act, and separate By-Laws may be amended under Section 448.3-106 of the Act, as follows:

“14. Declaration.

“1. Agreement. This instrument may be amended as follows:

**“(a) General.** Except as otherwise expressly provided herein, this Agreement, including the Plat, may be amended at any time by vote or agreement of two-thirds (2/3rds) of the Owners of Units. An amendment must be executed and certified by the President and Secretary of the Board. An amendment may change or eliminate any restriction in this Declaration or add new and/or more burdensome restrictions. No amendment may reduce or modify the obligation of the Association with respect to maintenance of the Common Elements and easements, or the power to levy assessments for said purposes, or to eliminate the requirement that there be an Association unless adequate substitution is made. Voting under this provision may be at a meeting called for this purpose, or by mail ballot, or any combination of these methods.

**“(b) Limitation on Challenges.** No procedural challenge to the validity of an amendment adopted pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted.

**“(c) Recordation of Amendments.** Each amendment to this Declaration shall be recorded in St. Louis County and the amendment is effective upon recording unless otherwise expressly stated therein.

**“2. By-Laws.** By-Laws, including administrative matters of the Association, may be adopted and amended at any time by a majority of the Members. Voting under this provision may be at a meeting called for this purpose, or by mail ballot, or any combination of these methods.

**“(a) Effective Date.** An amendment to the By-Laws shall become effective upon execution by President and Secretary of the Board, or upon a later date if so specified. The By-Laws need not be recorded.

**“(b) Limitation on Challenges.** Any procedural challenge to the By-Laws or an amendment thereto must be made within six (6) months after the effective date; otherwise, such amendment shall be presumed to have been validly adopted.

**“3. Amendments by Trustees.** Notwithstanding anything in this Declaration to the contrary, the Board is authorized to amend this Declaration and the By-Laws, without further approval, to correct technical or drafting errors or to bring the documents into compliance with conditions imposed by lenders providing government-insured or guaranteed loans, provided that the Board give prior written notice of at least thirty (30) days to the Owners with a copy of the proposed amendment.”

*D. Section 10.8, relating to insurance, is deleted in its entirety and a new Article 16, relating to the same subject, is adopted in lieu thereof, to read as follows:*

**"ARTICLE 16  
"INSURANCE: DAMAGE OR DESTRUCTION**

**"The Board, to the extent reasonably available, shall obtain and maintain insurance in compliance with Section 448.3-113 of the Act, as follows:**

**"16.1 Property Insurance.**

**"(a) Association Master Property Policy insuring the Units and Common Elements of the Condominium (excluding land and excavations). Coverage of the Units shall be limited by the provisions of Section 16.4 requiring each Owner to maintain insurance on certain portions of the Units.**

**"(b) Amounts. The Condominium shall be insured for an amount equal to the full insurable replacement cost. Personal property owned by the Association shall be insured for an amount equal to its replacement cost.**

**"(1) The Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the replacement cost of the personal property, as a Common Expense.**

**"(2) The deductible shall be in such amount as the Board may deem reasonable under the circumstances.**

**"(c) Risks Insured Against. The insurance shall afford protection against perils, as broadly as reasonably available, including earthquake, under coverage currently known as 'special form' or 'special causes of loss.'**

**"(d) Other Provisions. Insurance policies required by this Section 6.1 shall provide that:**

**"(1) The Association's insurer waives the right to subrogation under the policy against an Owner or member of the household of all Owner (excepting tenants not related to the Owner);**

**"(2) 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.**

**"(3) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, subject to the Association's authority under Section 16.5 to determine whether a claim should be filed.**

**“(4) Any loss covered by the property policy shall be adjusted with the Association, but the insurance proceeds shall be paid to any insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance proceeds shall be held in trust for each Owner and lienholders as their interests may appear, and applied pursuant to Section 448.3-113.5 of the Act.**

**“(5) The insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association.**

**“(6) The name of the insured shall be the Association.**

**“(e) Allocation of Association Deductible. As authorized in Section 448.3-115.3 of the Act, the Association’s Master Property Policy deductible or a portion thereof may be allocated as follows:**

**“(1) In the event the loss involves only the Common Elements, the deductible shall be the Association’s responsibility; provided, however, that in the event the loss affects the Common Elements of a particular building(s), the deductible shall be allocated to the Owners of Units in each such building, on the basis of equality.**

**“(2) In the event the loss involves only one or more Units but not any Common Elements, the deductible shall be allocated to the Unit or Units damaged, pro rata based on their damages, except as provided in paragraph (4) below.**

**“(3) In the event the loss involves a combination of Common Elements and one or more Units, the deductible shall be allocated to the Unit(s) damaged, pro rata based on their damages, except as provided in paragraph (4) below.**

**“(4) Notwithstanding any other provision of this subsection (e) to the contrary, in the event the loss resulted in damage to another Unit(s) and/or Common Elements, and originated in a Unit due to any system, appliance, or other condition for which the Owner is responsible, regardless of negligence by the Owner, the deductible shall be allocated solely to the Unit in which the loss originated.**

**“(5) Any allocation of the Association’s deductible to an Owner under this subsection (e) shall be collectible in the same manner as an assessment under the Declaration and, except in the event of earthquake, the deductible shall be paid in full prior to commencement of any repair, reconstruction or replacement within such Unit.**

**"16.2 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 Elements, and the activities of the Association.

**"Other provisions.** Insurance policies carried pursuant to this Section 16.2 shall provide that:

**"(a)** Each Owner is an additional insured under the policy with respect to liability arising out of the interest of the Owner in the Common Elements or membership in the Association.

**"(b)** The Association's insurer waives the right to subrogation under the policy against an Owner or member of the household of an Owner (excepting tenants not related to the Owner).

**"(c)** 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.

**"(d)** If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance; subject to the Association's authority under Section 16.5 to determine whether a claim should be filed.

**"(e)** 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.

**"16.3 Fidelity Bond.** A blanket fidelity bond or insurance is required for anyone who either handles or is responsible for funds held or administered by the Association, 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 three (3) months' assessments plus reserve funds. The cost of premiums for such blanket bond or insurance shall be paid out of Association funds as a Common Expense.

**"16.4 Owner Policies.** Each Owner shall be responsible for his or her Personal Policy of insurance commonly known as *HO-6* with coverage as follows:

**"(a)** Property Insurance including:



**“(1) *Building and Contents Limit* sufficient to cover:**

**“(i) The Owner’s contents and personal property, including personal property located in the Unit, Limited Common Element (“LCE”), or elsewhere in the Condominium.**

**“(ii) The value of improvements, betterments and additions made to the Unit by the current or prior Owners after the original sale, including by way of example only, kitchen and bath cabinets; plumbing and electrical pipes, wires and fixtures; wall, ceiling and floor finishes and coverings; and, built-in appliances and other appliances.**

**“(iii) Not less than the amount of the current Association deductible. Each Owner is responsible for any damage to his Unit, or to another Unit, Common elements or LCE as provided in Section 16.1(e)(4) above. This coverage addresses losses that are less than the amount of the Association’s Master Property Policy deductible.**

**“(2) *Special Form and Earthquake Coverage* for the Unit’s *Building* items in an amount at least equal to the Association’s Master Property Policy deductible.**

**“(3) *Loss Assessment Coverage* sufficient to cover:**

**“(i) The Association’s Earthquake Policy deductible.**

**“(ii) The Association’s assessment for other property losses that are not covered by the Association’s Master Property Policy. This provision in the HO-6 policy covers losses caused by Nuclear, War, and other causes typically excluded under the Association’s Master Property Policy.**

**“(4) *Owner’s Deductible.* Each Owner is responsible for the deductible on his own Personal Policy, regardless of cause of loss.**

**“(b) *Liability* insurance that includes all occurrences commonly insured against for death, bodily injury, and property damage occurring in the premises of the Owner’s Unit or any LCE allocated to the Unit.**

**“(c) *Leases.* If the Owner leases his Unit:**

**“(1) The Owner shall continue to be responsible for maintaining an HO-6 policy under this Section 16.4.**

**“(2) The tenant shall be responsible for a renter’s policy.**

**“(3) Upon request by the Board, each Owner and tenant shall furnish a current certificate of insurance to the Board certifying coverages required under this Section 16.4.**

**“(d) Failure to Carry Insurance. Any Owner or tenant who fails to maintain insurance required under this Section 16.4 shall be deemed self-insured and personally responsible for any loss intended to be covered by such insurance, and the Association shall have no liability or further responsibility in such event.**

**“16.5. Board Discretion In Filing Claims. The Board, on behalf of the Association, has exclusive authority to adjust a claim under the Association’s insurance policies as provided in Section 448.3-113 of the Act and Section 16.1(d)(4). The Board reserves the right, in its sole discretion and under the particular circumstances of each loss or incident, to determine whether or not to make a claim:**

**“(a) under the Master Property Policy if the claim involves minor damage, or involves a relatively small amount of monetary loss, or is due to willful, intentional or negligent act or omission, or vandalism or malicious mischief, or due to a condition for which an Owner is responsible, and**

**“(b) under the Association’s liability policy if the Board deems that defense or settlement is appropriate under the circumstances.**

**“16.6. Waiver of Subrogation. As provided in Section 448.3-113 of the Act and Section 16.1(d)(1), in the event of a loss covered by the Association’s Master Property Policy, the Association’s insurer waives the right of subrogation against any Owner. This waiver does not preclude the Association’s insurer from subrogation against a tenant who is not a member of the Owner’s household. In addition, this waiver does not preclude the Association or any Owner from recovery of damages from the responsible Owner in the event no claim is made under the Association’s policy.**

**“16.7 Inspections and Preventive Maintenance. The Board may prepare and carry out a program to minimize the occurrence of losses due to aging systems and fixtures within Units as well as the Common Elements. The program may include, by way of illustration, the following:**

**“(a) Inspections. Periodic inspections**

**“(1) By each Owner of water pipes, hoses, toilet seals, faucets, drain lines and other portions of plumbing, HVAC, mechanical and other systems located within Unit or exclusively serving the Unit, and**

**“(2) By the Board of components comprising the Common Elements, such as roofing systems and penetrations, common water service lines, and common waste water pipes.**

**“(b) Maintenance. The Board may provide findings and recommendations to the Owners for preventive maintenance, including repair or replacement, or other corrective measures, to be taken by the Owner relating to matters for which the Owner is responsible.**

**“(c) Remedies. In the event any Owner fails to comply with recommendations for preventive maintenance and repairs for which the Owner is responsible within his Unit, and the failure results in or contributes to damage to the Common Elements, LCEs, to another Unit or to that Unit, the Board, after notice and opportunity to be heard, may access the Unit to take corrective action and recover the cost thereof and/or impose a reasonable fine against such Owner, and/or the Board may determine not to make a claim for the damages under the Master Property Policy, in addition to other relief and remedies under the Act and this Declaration.**

**“16.8 Workers’ Compensation Insurance. The Board shall obtain and maintain Workers’ Compensation Insurance if employees are hired or if contractors are hired who do not maintain their own policy.**

**“16.9 Directors’ and Officers’ Liability Insurance. The Board shall obtain and maintain directors’ and officers’ liability insurance covering all of the Directors and Officers of the Association, and managing agent, if any, in such limits as the Board may determine.**

**“16.10 Collections. Any deductible, fine, or other charge under this Article 16 that remains unpaid on the date due shall be collectible in the same manner as assessments under Section 448.3-116 of the Act and Section 10.2 of the Declaration.”**

*E. The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption and, by their signatures below, do certify that this Amendment has been duly approved as provided in Section 14 of the Declaration.*

*F. This Amendment shall be recorded in the records of the Office of Recorder of Deeds, St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after the Effective Date set forth herein above.*

IN WITNESS WHEREOF, the Monroe Station Condominium Association, acting by and through its duly authorized officers, has executed this Amendment on the day and year first above written.

BOARD OF DIRECTORS  
MONROE STATION CONDOMINIUM ASSOCIATION,  
a Missouri nonprofit corporation

By: Richard H. Gatzke  
President

Attest:

Mary Kozlowski  
Secretary

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF ST. LOUIS        )

On this 6th day of March, 2008, before me appeared Richard G. Gatzke, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Board of Directors of Monroe Station Condominium Association, a Missouri nonprofit corporation that has no seal, that said instrument was signed on behalf of said corporation, that said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

[Signature]  
Notary Public



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**MONROE STATION CONDOMINIUM**  
**DECLARATION OF CONDOMINIUM AND BY-LAWS**

BOARD OF DIRECTORS  
MONROE STATION CONDOMINIUM ASSOCIATION,  
a Missouri nonprofit corporation

By: Richard G. Gattiker  
President

Attest:

Mary Kofman  
Secretary

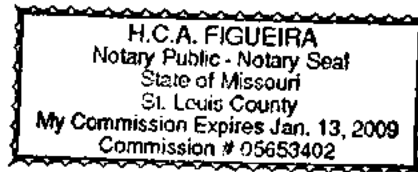
STATE OF MISSOURI            )  
  ) SS  
COUNTY OF ST. LOUIS        )

On this 3rd day of April, 2008, before me appeared Richard G. Gattiker, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Board of Directors of Monroe Station Condominium Association, a Missouri nonprofit corporation that has no seal, that said instrument was signed on behalf of said corporation, that said person acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My Commission Expires:

H.C.A. FIGUEIRA  
Notary Public



## **Fifth Amendment to Bylaws of Monroe Station Condominium Association**

**This amendment provides house rules pursuant to Article 14, Section 2, Amendment of Declaration, of the Declaration of Condominium and Bylaws of Monroe Station Condominium (“Condominium”).**

**The following house rules are effective January 20, 2009:**

- 1. Vehicles with more than four wheels are not allowed to be parked in the inside parking garage or the outside parking lot of the Condominium, unless prior approval is received from the Condominium Board. Examples of such vehicles are: Trailers, RV’s, campers, boats, etc.).**
- 2. There are limitations on what can be put on covered porches. Metal, wood and wicker chairs and small tables, as well as seasonal planters, can be put on covered porches. Plastic and cloth type furniture are not allowed on the covered porches. Any other item(s) must have Condominium Board approval.**
- 3. The Bylaws state that the exterior building should have a “harmonious” appearance. The definition of “harmonious” is that the appearance is consonant and not “flashy” looking as determined by the Board.**
- 4. Visitor parking in the parking lot is at the tree line by the railroad tracks, specifically during late evening, overnight, or when the parking lot is filled to capacity. Overflow visitor parking is on the street.**
- 5. The Condominium Board approved Rubbermaid type storage locker units for use in the inside garage parking spaces. These locker units are to be purchased at a unit owner’s expense.**
- 6. The Condominium Board approved storm doors for the back door of the ground floor units (Board approved storm doors only). These storm doors are to be purchased at a unit owner’s expense.**

**Approved By Condominium Board Members**

  
**Richard Gatzke**

**President**

  
**Mary Kozlowski**

**Secretary**