

**This Pamphlet Printed  
April, 1987**

**Contains The Following  
Instruments**

<b>Exhibit B — Part 1</b>	
<b>Declaration of Condominium of</b>	
<b>THE VILLAGE AT CONCORD CONDOMINIUMS . . .</b>	<b>1</b>
<b>Exhibit B — Part 2</b>	
<b>By-Laws of Condominium Association . . . . .</b>	<b>8</b>

**Part 1. Declaration of Condominium of  
THE VILLAGE AT CONCORD CONDOMINIUMS**

The undersigned, herein referred to as "Declarant," does hereby establish a Condominium in accordance with the provisions of the Missouri Revised Statutes, Chapter 448, known as the "Uniform Condominium Act" ("the Act"), as follows:

**ARTICLE I**

**ESTABLISHMENT OF CONDOMINIUM  
AND SUBMISSION OF REAL ESTATE TO THE ACT**

**Section 1:** The Declarant, as owner of the certain parcel of land located in St. Louis County, Missouri, the legally sufficient description of which is set forth in Exhibit A attached hereto, hereby submits the real estate, together with all easements, rights and appurtenances thereto, to the provisions of the Act, and hereby creates with respect to the said real estate a Condominium to be known as The Village at Concord Condominiums. The Condominium is to consist of a maximum of 64 units. In connection herewith, Declarant further declares that a Unit Owners Association shall be organized with respect thereto which shall be known as The Village at Concord Condominium Association.

**Section 2.** The Condominium shall be deemed to be effectively established as of the date of the recording of this Declaration, together with exhibits referred to herein and together with a Certificate of Completion executed by a registered and licensed engineer or architect certifying that all of the structural components and mechanical systems of the buildings containing and comprising the units are substantially completed in accordance with the plans.

## ARTICLE II

### UNITS

**Section 1:** The maximum number of units which the Declarant reserves the right to create is set forth in Article I, Section 1.

**Section 2:** The number of each unit and the locations and dimensions of each unit and each building on the real estate are as depicted on the plat and plans attached hereto as Exhibit B, which exhibit, in accordance with the Act, discloses which improvements "SHALL BE BUILT."

## ARTICLE III

### UNIT BOUNDARIES, LIMITED COMMON ELEMENTS AND COMMON ELEMENTS

**Section 1:** The boundaries of each unit as depicted on Exhibit B hereof are the surfaces of the walls, floors and ceilings of the units, which surfaces shall include any coverings thereon. Additionally, all other interior surfaces (but not including glass) and all interior doors, spaces and partitions, heating, ventilating and air-conditioning equipment ("HVAC") and other fixtures and improvements within the boundaries of the unit are deemed to constitute part of the unit.

**Section 2:** Limited common elements shall consist of garages, carports, parking aprons and lockers assigned to a particular unit; the windows and other glass, shutters, awnings, window boxes, door steps, antennas, stoops and grilles of a particular unit; and all exterior doors and windows of such unit. Additionally, the limited common elements shall include the subsurface of any floor, ceiling or wall and all fireplaces, chutes, flues, ducts, wiring, conduits, pipes, drains and any other fixtures, such as HVAC, lying partially within and partially outside the designated boundaries of a unit but serving only that unit.

Elevators, if any, shall be a limited common element, the expense of which is to be shared only by the unit owners in the buildings in which elevators are located.

**Section 3:** Common elements shall consist of all other portions of the subject real estate (together with air and subsurface rights) that are not included within the boundaries of the unit or designated as limited common elements. By way of illustration but not by way of limitation, the common elements shall include all roads, walks, lawns, parks, recreational facilities, common rooms, the exterior of all of the buildings containing the units, and such portions of the interior as serve more than one unit. All bearing walls and columns in each building shall be deemed to be common elements.

## ARTICLE IV

### PAYMENT OF EXPENSES INCURRED WITH RESPECT TO MAINTENANCE, REPAIR AND REHABILITATION OF UNITS, LIMITED COMMON ELEMENTS AND COMMON ELEMENTS

**Section 1:** Each unit owner shall have the responsibility of

maintaining, repairing and rehabilitating such unit owner's unit, which shall be at the unit owner's sole cost and expense. An HVAC unit or equipment located at ground level outside the unit shall be the responsibility of the unit owner.

**Section 2:** The Association shall have the responsibility for the maintenance, repair and rehabilitation of the unit owners' limited common elements and shall charge the entire cost thereof to the affected unit owner or unit owners.

**Section 3:** The Association shall have the responsibility of maintaining, repairing and rehabilitating the common elements, and the same shall be paid for from the assessments collected by the Association.

**Section 4:** The allocation of assessments to be made by the Association shall be in accordance with the percentages of the undivided interest in the common elements of the individual unit owners set forth in Exhibit C. The formula for the allocation set forth in Exhibit C hereof is based upon the allocation of the size and area of each of the units with respect to the other units expressed on a percentage basis. The computation of the Declarant set forth in Exhibit C shall be final and binding upon Unit Owners and the Association.

## ARTICLE V

### EASEMENTS

**Section 1:** In addition to binding easements of record, the real estate is subjected to all easements provided for in the Act, including but not limited to the right of the Declarant, the Association and each unit owner in common with all other unit owners for ingress and egress and for the use of all common elements. During construction, Declarant may use the common elements for construction, access and storage purposes.

**Section 2:** The Association and the Declarant, as circumstances require, shall have an easement of access to all limited common elements for the purpose of inspection, maintenance, repair and rehabilitation of such limited common elements. If the exercise of this easement of access requires entry into a particular unit, the unit owner shall provide such access on reasonable notice.

**Section 3:** The Association, in order to preserve the safety and privacy of the unit owners, may adopt such reasonable Rules and Regulations pertaining to the access of the subject real estate and the use of the common elements.

**Section 4:** Declarant reserves the right to use any units owned by Declarant as models, management offices or sales offices until such time as Declarant conveys title thereto. Declarant reserves the right to relocate the same from time to time within the subject real estate. Upon relocation or sale of a model, management office or sales office, the furnishings thereof may be removed. The Declarant reserves the right to maintain signs in the common elements, units and limited common elements advertising the condominium until all units are sold. Resale signs, including the prohibition thereof if any, shall be subject to the Rules and regulations of the Association.

## ARTICLE VI THE ASSOCIATION

**Section 1:** Declarant, at Declarant's cost and expense, shall organize a not-for-profit corporation under Missouri law which, upon recording of this Declaration, shall thereupon be qualified as the Association for the Condominium with all the rights, duties and powers as provided for in the Act. The Association shall be operated by an Executive Board. In connection with the organization of the Association, the Declarant shall also prepare an initial set of By-Laws and Rules and Regulations for the Association and the Condominium.

**Section 2:**

- (a) Declarant shall have the initial and exclusive right to appoint and remove officers and members of the Executive Board, which right shall terminate on the earlier date of:
  - (i) Sixty (60) days after conveyance to unit owners other than Declarant of seventy-five (75%) percent of the maximum number of units which may be created; or
  - (ii) Two (2) years after Declarant has ceased to offer units for sale in the ordinary course of business.
- (b) Not later than sixty (60) days after conveyance to unit owners other than Declarant of twenty-five (25%) percent of the maximum number of units which may be created, at least one member and not less than twenty-five (25%) percent of the members of the Executive Board shall be elected by unit owners other than Declarant. Not later than sixty (60) days after conveyance to unit owners other than Declarant of fifty (50%) percent of the maximum number of units which may be created, not less than thirty-three and one-third (33-1/3%) percent of the members of the Executive Board shall be elected by unit owners other than Declarant.
- (c) Not later than the termination of any period of Declarant control, the unit owners shall elect an Executive Board of at least three (3) members, at least a majority of whom shall be unit owners. The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

**Section 3:** Subject to the provisions of Article VI, Section 2, hereof, all members of the Executive Board (except for appointments to fill unexpired terms) shall be elected by vote of the unit owners. The owners of each unit shall be entitled to one vote only per unit owned. The By-Laws shall be subject to amendment by the majority vote of the unit owners and not by the Executive Board. The majority vote of the Executive Board or the majority vote of the unit owners may amend the Rules and Regulations.

**Section 4:** The Association shall appoint an Insurance Trustee to receive insurance proceeds for any loss or losses which are payable to the Association which exceed \$25,000.00. The Insurance Trustee shall be any bank, savings association or title company located in St. Louis County, Missouri, which shall hold and disburse the funds for the

purpose of repairing or restoring the loss or damage for which the insurance proceeds were paid; provided, however, that if there is no repair or restoration to be made, as determined by the Association at the direction of the unit owners, the funds shall be paid over to the unit owners and their respective mortgagees as their interests appear. The Insurance Trustee may charge a reasonable, customary fee for its services and shall have no responsibility with respect to negotiating settlements or overseeing any repair or restoration work.

**Section 5:** The Association may accumulate surplus funds for the purpose of establishing special reserves if the executive Board so elects.

## ARTICLE VII USE, OCCUPANCY AND ALIENATION OF UNITS

**Section 1:**

- (a) Each unit shall be used for residential purposes only, except for units temporarily used for display and sales offices and a unit, if any, reserved for the use of the Association as an office or a condominium facility.
- (b) In the event the unit owner desires to rent or lease the unit, the unit owner shall obtain the prior written approval of the Association. The Executive Board of the Association may refuse to furnish its consent if, in the opinion of the Board, such consent would not be in the best interest of the condominium. Any lease submitted to the Board for approval shall be required to contain a clause permitting the Board to terminate the lease on reasonable cause on thirty (30) days written notice to the tenant.
- (c) No paying guests or lodgers or boarders furnishing compensation shall be permitted to occupy any condominium unit.

**Section 2:** In accepting the conveyance of a unit, each unit owner shall be bound and agrees to abide by the terms of this Declaration, the By-Laws of the Association, and the Rules and Regulations of the condominium. The unit owner does further covenant that all occupants of the unit owned by the unit owner shall also be bound and agree to abide by the Rules and Regulations of the condominium, and in the event any occupant shall fail to abide by the Rules and Regulations of the condominium, the unit owner shall be responsible therefor.

**Section 3:** Any unit owner (other than a mortgagee or holder of a deed of trust acquiring a unit owner's interest in the property by foreclosure or by deed in lieu of foreclosure) who wishes to sell such unit to any person not related by blood or marriage to the unit owner shall give to the Executive Board of the Association not less than ten (10) days prior written notice of the terms of any contemplated sale, together with the name and address of the proposed purchaser. The Executive Board shall have the first right and option to purchase such interest in the property upon the same terms, which option shall be exercisable for a period of twenty (20)



days following the date of receipt of such notice. If said option is not exercised by the Executive Board or the unit owner does not receive notice of acceptance within said twenty (20) day period, the unit owner may, at the expiration of said twenty (20) day period, contract to sell such interest in the property to the proposed purchaser named in such notice on the terms specified therein and not otherwise. The provisions of this Section 3 shall not apply to inter vivos gifts or testamentary transfers, but the transferee by accepting the deed agrees that transferee shall thereafter be bound by the provisions hereof.

## ARTICLE VIII

### DECLARANT'S RIGHTS AND DUTIES

In addition to the rights and duties applicable to the Declarant under the Act or as otherwise specified herein, Declarant shall have the following rights and duties:

**Section 1:** Declarant shall be obliged to build the units and improvements specified on Exhibit B as "SHALL BE BUILT."

**Section 2:** Declarant, subject to the other provisions of this Declaration, reserves all rights whatsoever which Declarant may be permitted to reserve under the Act. Any and all of Declarant's rights may be transferred or encumbered by the Declarant pursuant to the provisions of the Act, and the transferee shall be entitled to such rights as are provided in the Act including the right to further transfer.

## ARTICLE IX

### DECLARANT'S LIMITED WARRANTY AS TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Declarant provides the following Limited Warranty with respect to the common elements and limited common elements:

**Section 1:**

- (a) Condominium buildings as common elements are warranted to be free from defective materials and constructed in accordance with sound engineering and construction standards in a workmanlike manner for a period of one year from the time the first unit therein is conveyed to a bona fide purchaser, except for material structural defects for which the warranty shall be for a period of three years from the date of first conveyance.
- (b) Walks, curbs, roads and underground installations are warranted for a period of three years from date of completion of such items.
- (c) Lawns, shrubbery, trees and other plantings are warranted for a period of one year from date of installation.
- (d) Other construction not otherwise specified shall be the same as provided in Section 1 (a), but the warranty periods shall commence from date of completion.

**Section 2:**

- (a) Declarant herewith assigns to the Association all manufacturers' printed limited warranties furnished on any appliances, fixtures or equipment installed in the

common elements. Declarant itself makes no warranty with respect to items covered by the said specific printed limited warranties assigned by Declarant. The assignment shall be as of the later date of (i) the date of installation or (ii) the date of recording of the Declaration (or amendment thereto) covering the subject common elements.

- (b) Declarant shall have no responsibility for ordinary wear and tear or for any defective condition or problem arising from abuse, misuse, accident, neglect or negligence by any persons other than Declarant and Declarant's agents and servants.
- (c) Declarant shall have no responsibility for the settlement of any building or other construction unless it is of a material nature or impairs the use thereof.
- (d) Declarant shall have no responsibility for any checks or cracks on any interior concrete floor or deck of less than one-half inch displacement and exterior concrete or asphalt deck, apron, curb, walk or road of less than one inch displacement.

**Section 3:** Declarant's responsibility with respect to the limited warranties contained herein shall be to repair or replace. Declarant shall have no liability for any other costs, expense or consequential damages.

**Section 4:** The liability of the contractors engaged by the Declarant to construct any of the common elements shall be subject to the same and identical limited warranty as specified elsewhere in this Article IX.

## ARTICLE X

### ASSIGNMENT OF INSIDE PARKING SPACES

- (a) Declarant acknowledges that Building 14 will have inside parking spaces, and that each unit located in said building shall have one (1) parking space assigned to it as a limited common element, which parking space shall belong to such unit and may not be separated from such unit by a transfer of title thereto. Declarant reserves the right to assign the surplus inside parking spaces to the Unit Owners in Building 14 for an additional charge. Each such surplus parking space so assigned may be reassigned by the subject Unit Owner from time to time only to another Unit Owner within the said building.
- (b) With respect to the other units, each unit will have an assigned inside parking space constituting a limited common element. No provision is made for the assignment of outside parking spaces.

## ARTICLE XI

### APPLICABILITY OF THE ACT

**Section 1:** All terms used herein which are defined in the Act shall be construed in accordance with such definitions.

**Section 2:** All provisions of the Act except as modified herein shall be deemed to be incorporated by reference.

## BY-LAWS OF

### THE VILLAGE AT CONCORD CONDOMINIUMS

The following By-Laws have been adopted by the Declarant in connection with the establishment of the Village At Concord Condominiums in accordance with the provisions of Chapter 448, Missouri Revised Statutes, known as "The Uniform Acondominium Act" and are as follows:

#### ARTICLE I IDENTITY

These are the By-Laws of the Condominium Association organized under the laws of the State of Missouri and referred to herein as the "Association."

For the purpose of these By-Laws, the terms used in the Declaration of Condominium or in Chapter 448 of the Revised Statutes of Missouri ("The Uniform Condominium Act") and any laws amendatory thereof and supplemental thereto shall have the same meaning herein.

#### ARTICLE II

##### QUALIFICATIONS AND RESPONSIBILITIES OF MEMBERS

The qualifications and responsibilities of members and the manner of their admission into the association shall be as follows:

**2.1 Members:** Each Unit Owner, by virtue of such ownership, shall be a member of this Association, and shall remain a member until such time as such ownership ceases for any reason.

**2.2 More Than One Unit Owner:** When more than one person owns a Unit, all such Unit Owners shall be members of the Association.

**2.3 Registration:** It shall be the duty of each Unit Owner to register his name and Unit number with the Secretary of the Association. If a Unit Owner does not so register, the Association shall have no duty or obligation to recognize his membership.

**2.4 Prohibition of Assignment, etc., of Member's Share in Funds of Association:** The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered, alienated or transferred in any manner except as an appurtenance to his Unit.

#### ARTICLE III

##### MEMBER'S MEETING AND VOTING

**3.1 Place of Meeting:** Meetings of the Association shall be held at the registered office of the Association, or such suitable places within St. Louis County, Missouri, convenient to the members, as may be designated from time to time by the Board.

**3.2 Annual Meetings:** The members shall meet at least once a year. The annual meeting of the members shall be held on the second Wednesday in July in each year, commencing in 1988, and if such day shall be a legal holiday, then on the next secular day following, at such time and place as is specified by the President or Secretary in the notice of such meeting; provided, that the Board, from time to time, at any regular or special meeting, may designate a different day for the annual meeting. Except as otherwise provided in Article IV hereof, at each annual meeting the members shall elect Board Members to serve until the next annual meeting and may transact any other business authorized to be transacted by the members.

**3.3 Special Meetings:** Special meetings of the members may be called at any time by the President or by the Board, and must be called by the President upon receipt of a written request for a special meeting signed by at least twenty-five (25%) percent of the members of the Association. No business shall be transacted at a special meeting except as stated in the notice thereof.

**3.4 Notices:** Notice of all meetings of the members, stating the time and place, and accompanied by a complete agenda thereof, shall be given by the President or Secretary to each member except those who have waived such notice. Notices of special meetings shall also state the purpose thereof. Such notice shall be in writing, shall be sent by United States mail to the addresses of their respective Units or to such other addresses as any member may have designated to the President or Secretary, and shall be mailed not less than twenty-one (21) days in advance of any annual or regularly scheduled meeting and at least seven (7) days in advance of any other meeting; provided however, that such notice may be delivered personally to any member if not prohibited by the statutes of the State of Missouri. Proof of such mailing or delivery shall be given by the affidavit of the person mailing or delivering the notice. Notice of the meeting may be waived in writing by any member before or after such meeting.

**3.5 Attendance of Mortgagee at Meetings:** Any mortgagee of a Unit may attend and participate in any general or special meeting, but shall have no vote unless granted by proxy.

**3.6 Quorum:** A quorum at meetings of the members shall consist of members present, in person or by proxy, representing at least fifty (50%) percent of the total votes in the Association.

**3.7 Voting Power; Association Not to Vote:** The voting power of members shall be based upon the Units owned and the vote allocated to such Units by the Declaration. When more than one person is the owner of a Unit, the votes for that Unit shall be cast as the Unit Owners shall determine, but in no event shall more than the vote allocated by the Declaration to the Unit be voted. The votes allocated to a Unit shall not be split but shall be voted as a single whole. Notwithstanding anything herein to the contrary, the Association shall not be entitled to cast the votes allocated to any Unit owned by it during the period of its ownership.

**3.8 Manner of Casting Votes:** A vote may be cast in person or by proxy. A proxy must be in writing, be signed by all owners

of the Unit, the vote of which are subject to the proxy, be only to another member or a Security Holder in that Unit, and be filed with the Secretary before the meeting. A proxy shall be valid until revoked in writing by all owners of such Unit.

**3.9 Action by Members Without Meeting:** Any action required by law to be taken at a meeting of the members, or any action that may be taken at a meeting of the members, may be taken without a meeting if authorization in writing, setting forth the action taken is signed by two-thirds (2/3) of the members or as may otherwise be required by Missouri Statutes.

**3.10 Adjournment when Quorum Lacking:** If a meeting cannot be organized because a quorum has not attended, the meeting shall be adjourned from time to time until a quorum is present.

**3.11 Manner of Acting:** When a quorum is present at a meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person or by proxy, unless express provisions of applicable law, the Declaration or these By-Laws require a greater vote.

**3.12 Statement of Members and Votes:** At the beginning of each meeting, the Secretary, or other person designated by the presiding officer, shall certify a statement listing all members present in person or by proxy at such meeting, the votes of each, and the total percentage of votes represented at the meeting.

**3.13 Prohibition of Cumulative Voting:** There shall be no cumulative voting.

**3.14 Order of Business at Annual and Other Meetings:** The order of business at the annual meetings of the members, and, so far as is applicable and practical, at all other meetings of the members shall be:

- (a) Certification of members and votes present.
- (b) Calling of the roll.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Approval of minutes from previous meetings.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Appointment by presiding officer of judges of election.
- (h) Election of Directors for the second and subsequent Boards.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

The presiding officer may vary such order as the presiding officer deems necessary.

## **ARTICLE IV**

### **EXECUTIVE BOARD**

(Sometimes herein called the "Board of Directors."  
Members of the Board are herein called "Directors.")

**4.1 First Board:** The first Board shall consist of the three (3) persons appointed by the Declarant, and successors to any thereof appointed by Declarant. Said first Board and officers elected thereby shall serve until their successors have been duly elected and have qualified.

**4.2 Number of Qualifications of Directors:** The Board shall consist of three (3), five (5), or seven (7) natural persons, as determined from time to time by the members. Each Board member ("Director"), except those whom the Declarant is entitled to elect or appoint during the Declarant Control Period, shall be a Unit Owner. The first Director or successor elected by the Unit Owners shall serve until the expiration of Declarant Control. Upon terminations of Declarant Control, three Directors shall be elected to serve, one for one year, one for two years and one for three years. Thereafter all terms shall be for three years with not less than one Director nor more than one-third (1/3) of the Directors to be elected at each annual meeting.

#### **4.3 Election of Directors:**

- (a) **During Declarant Control Period.** At the first annual meeting of the members, and at each subsequent annual meeting during the Declarant Control Period, the Directors shall be elected by Declarant, or persons designated by Declarant; provided, however, that no later than sixty (60) days after conveyance of twenty-five (25%) percent of the Units to Unit Owners other than Declarant, a regular or special meeting shall be held at which one Director who is a unit owner will be elected. Upon conveyance of fifty (50%) percent of the Units, not less than one-third (1/3) of the Board will be elected by the Unit Owners, or, if the number of Directors is not evenly divisible by three (3), the next highest number thereof shall be elected by the members other than Declarant, and the other Directors shall be elected by Declarant.
- (b) **After Declarant Control Period.** Not later than the termination of the Declarant Control Period the Directors shall be elected by the members. In order to assure that Directors will be so elected, a regular or special meeting of the members shall be held prior to such termination, to elect Directors, effective upon such termination.
- (c) **Votes Required.** Directors shall be elected by a majority vote. At each meeting at which there is to be an election of Directors, the members shall first adopt a resolution establishing the number of Directors to be elected at such meeting. In order to provide continuity on the Board, not more than one-third (1/3) of the Board shall be replaced at any annual election except for cause.

**4.4 Term:** The term of each Director after the first annual election by the members shall be for three years, and until that Director's successor has been duly elected and has qualified.

**4.5 Removal:** Any member of the Board may be removed, with or without cause, by a vote of the members entitled to cast at least sixty-seven (67%) percent of the votes in the Association, at a special meeting called for such purpose, and a successor may then and there be elected by the members to serve for the balance of the predecessor's term, and until his successor has been duly elected and has qualified; provided, however, that any Director on the first Board, and any Director on any subsequent Board, whom Declarant appoint-

ed or elected, may be removed and replaced at any time, and from time to time, only by act of Declarant, and with or without cause.

**4.6 Vacancies:** Any vacancy in the Board arising out of the removal, death or resignation of a Director appointed or elected by Declarant shall be filled only by appointment made by Declarant. Any other vacancy in the Board shall be filled by act of the remaining Directors, whether or not they constitute a quorum, and a Director so elected shall serve for the unexpired term of his predecessor in office, and until his successor has been duly elected and has qualified.

**4.7 Organization Meeting of Newly Elected Board:** The organization meeting of a newly elected Board shall be held within ten (10) days of its election, at such time and place as shall be fixed by such Directors at the meeting at which they were elected, and no further notice of such organization meeting shall be necessary, providing a quorum shall be present.

**4.8 Regular Meetings:** Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day designated for such meeting, unless such notice is waived. All Board meetings shall be open to the members.

**4.9 Special Meetings:** Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of two (2) Directors. Not less than three (3) days notice of such special meeting shall be given personally or by mail, telephone, or telegraph; provided, however, in case the President or any Director determines that an emergency exists, then a special meeting may be called by giving such notice as is possible under the circumstances. All notices of a special meeting shall state the time, place and purpose of such meeting. No business shall be transacted at a special meeting except as stated in the notice thereof.

**4.10 Waiver of Notice:** Any director may waive, in writing, notice of a meeting, either regular or special, before or after such meeting, and such waiver shall be deemed equivalent to the giving of notice.

**4.11 Quorum:** A majority of the Board shall constitute a quorum for the transaction of business at any meeting of the Board.

**4.12 Adjournment When Quorum Lacking:** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called, may be transacted without further notice. If a Director signs the minutes of a meeting, such signing shall constitute the presence of such Director at that meeting for the purpose of determining a quorum.

**4.13 Manner of Acting:** Each Director shall be entitled to one (1) vote, and the act of a majority of the Directors present at a

meeting at which a quorum is present shall constitute the act of the Board unless the act of a greater number is required by these By-Laws, the Declaration, or express provisions of applicable law.

**4.14 Board Action Without Meeting:** Any action required by law to be taken at a meeting of the Board or any action that may be taken at a meeting of the Board, may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all Directors.

**4.15 Presiding Officer:** The presiding officer at meetings of the Board shall be the President. In his absence the Directors present shall designate one of their number to preside.

**4.16 Compensation of Directors Restricted:** Directors shall receive no compensation for their services, but may be paid for out-of-pocket expenses incurred in the performance of their duties as Directors.

**4.17 Powers and Duties of Board:** All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law, applicable statutes, the Act, the Declaration, and these By-Laws, as any thereof may from time to time be amended. Such powers and duties shall be exercised in accordance with the provisions of applicable law, the Declaration, and By-Laws, and shall include, but not be limited to, the following:

- (a) To elect the officers of the Association.
- (b) To prepare and provide to members annually a report containing at least the following:
  - (i) A statement of any capital expenditures in excess of two (2%) percent of the current budget or Five Thousand (\$5,000.00) Dollars, whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years.
  - (ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board.
  - (iii) A statement of the financial condition of the Association for the last fiscal year.
  - (iv) A statement of the status of any pending suits or judgments to which the Association is a party.
  - (v) A statement of the insurance coverage provided by the Association.
  - (vi) A statement of any unpaid assessments due and payable to the Association, identifying the Unit and the amount of the unpaid assessment.
- (c) To adopt and amend budgets and to determine, establish, and collect assessments against members to pay the Common Expenses of the Condominium.
- (d) To use the proceeds of assessments in the exercise of its powers and duties.
- (e) To maintain, repair, replace and operate the Common Elements.
- (f) To restore, replace, and repair improvements as provided in the Declaration.
- (g) To establish and amend rules and regulations and reasonable penalties for infraction thereof.



- (h) To enforce the provisions of the Declaration, these By-Laws, the Act, and the rules and regulations established by the Board or Association, including recovery of monetary penalties and injunctions, and including purchase of Units, in the name of the Association, at foreclosure or other judicial sale.
- (i) To contract for management of the Condominium and to delegate to such manager such powers and duties as the Board shall determine, except such as are specifically required by the Declaration, these By-Laws, or the Act, to be done by the Board or the members, provided that no such contract shall be entered into for a period exceeding one (1) year and shall provide, at a minimum, that it shall be terminable by the Association, for cause, upon thirty (30) days written notice.
- (j) To obtain and maintain insurance coverages of such types and in such amounts as the Board may, in its discretion, determine, but not less than the following coverages in the following amounts:
  - (i) fire and extended coverage, including earthquake, for the replacement value of the common elements of the building;
  - (ii) public liability insurance in the minimal amount of one million dollars (\$1,000,000.00);
  - (iii) worker's compensation as per statute;
  - (iv) fidelity insurance for Treasurer and other officers of the Association handling funds, equal to one year's assessments;
  - (v) directors' and officers' liability.
 Additionally, the Association may (but shall not be required to) purchase homeowner's insurance coverage for the Unit Owners and charge each Unit Owner individually if savings can be effected thereby.
- (k) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association and for proper care and maintenance of the Common Elements.
- (l) To pay all Common Expenses.
- (m) To contract for such services for the Condominium as the Board deems necessary or desirable.
- (n) To bring, prosecute, defend, settle and intervene in actions and lawsuits for and on behalf of itself, or on behalf of two (2) or more members, with respect to any cause of action relating to the Condominium, the Common Elements or to more than one Unit. All costs and expenses incurred in connection with any such action or lawsuit, including settlement thereof, not paid by the opposing party or parties or the members benefited thereby, shall be a Common Expense.
- (o) To establish and dissolve and liquidate, from time to time, reserve accounts for any purpose.
- (p) To perform such other acts as may be delegated to the Association or Board by applicable statutes, the Declaration, these By-Laws, or the Act, and to perform such other acts as may be incidental to or necessary in the performance of the foregoing.
- (q) To borrow money for the repair, replacement, maintenance and reconstruction of Common Elements, and to

- pledge and pay assessments, and any and all other revenue and income for such purpose.
- (r) To buy Units, in foreclosure of an assessment lien or at any other time or for any other reason and to sell, lease, mortgage, and otherwise deal in Units from time to time owned by the Association.
- (s) To impose from time to time and collect reasonable rates, fees and charges for the use, rental or operation of the recreational facilities and other amenities forming a part of the Common Elements and the other Common Elements other than Limited Common Elements.
- (t) To grant leases, licenses and concessions not to exceed one (1) year and utility easements through and over the Common Elements; provided, however, that after conveyance to Unit Owners other than Declarant or an affiliate of Declarant of Units to which more than fifty (50%) percent of the voting power is allocated, the association may by resolution of the members at a meeting duly called for such purpose grant leases, licenses and concessions in excess of one (1) year and easements through and over the Common Elements.
- (u) To impose and collect reasonable charges, including attorneys' fees, for the evaluation, preparation and recordation of amendments to the Declaration, preparation of resale certificates required by Section 448.4-109 of the Act, or statements of unpaid assessments.
- (v) To provide for indemnification of the Association's officers and directors and maintain officers' and directors' liability insurance (448.3-102.1[13]).
- (w) To assess against any Unit owner who fails or refuses to make any payment of the common expenses when due, the amount thereof, together with a late charge of Ten (\$10.00) per month after the 10th day of the month in which the payment becomes due.
- (x) To assess, after notice and an opportunity to be heard, and levy reasonable fines for violations of the Act, the Declaration, these By-Laws, or the rules and regulations of the Association.
- (y) To keep financial records sufficiently detailed to enable the Association to comply with Section 448.3-118 of the Missouri Uniform Condominium Act.

## ARTICLE V OFFICERS

**5.1 Designation of Officers:** The officers of this Association shall be a President, a Vice-President, a Secretary, an Assistant Secretary, and a Treasurer. Each officer, except the Assistant Secretary and except those who hold office pursuant to Section 5.3 beyond their term as Director, shall be a member of the Board. A person may hold one or more of such offices at one time, except that the President shall not at the same time hold another office in the Association.

**5.2 Election of Officers:** Each officer of the Association shall be elected at the organization meeting of the Board as provided in Article IV hereof, except that the first Board of directors shall elect its officers as soon as practicable after filing of the Declaration.



**5.3 Term:** Each officer shall serve until the next meeting at which Directors are elected after the organization meeting at which he is elected, and until his successor has been duly elected and has qualified, except that the officers elected by the first Board shall serve until their respective successors have been elected and qualified.

**5.4 Removal:** Any officer may be removed, with or without cause, and without notice, by a majority vote of the Directors at any meeting of the Board.

**5.5 Vacancy:** Any vacancy in any office shall be filled by the Board, and an officer elected to fill a vacancy shall serve for the unexpired term of his predecessor in office, and until his successor has been duly elected and has qualified.

**5.6 Powers and Duties of Officers:**

- (a) **President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of the President of a corporation, including, but not limited to, the duty to preside at all meetings of the Board and of the members at which he is present, and the general supervision over other officers in the management of the business and affairs of the Association. He shall see that all actions and resolutions of the Board are carried into effect.
- (b) **Vice-President.** The Vice-President shall perform such duties of the President as shall be assigned to him by the President, and in the absence of the President shall perform the duties and functions of the President.
- (c) **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors and all other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of a secretary of a corporation, and as may be required by the Directors or the President.
- (d) **Assistant Secretary.** The Assistant Secretary shall perform such duties of the Secretary as shall be assigned to him by the Secretary or President, and in the absence of the Secretary shall perform the duties and functions of the Secretary.
- (e) **Treasurer.** The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and principles, and shall submit them, together with all his vouchers, receipts, records, and other papers to the Directors for their examination and approval, as often as they may require. He shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated from time to time by the Board, shall disburse the funds of the Association as ordered by the Board, and shall perform all other duties incident to the office of a treasurer of a corporation. If a managing agent or manager be employed, the Board

may designate some or all of the foregoing functions to be entrusted to him or it, subject to overseeing control by the Treasurer.

**5.7 Execution of Agreements, etc.:** All agreements, contracts, deeds, mortgages, or other instruments shall be executed by any two (2) officers, or by such other person or persons as may be designated from time to time by the Board.

**5.8 Compensation of Officers Restricted:** No officer of the corporation may receive compensation for his services in such capacity, but may be reimbursed for out-of-pocket expenses incurred in performing his duties.

**5.9 Additional Officers:** The Board may from time to time elect such other officers and designate their powers and duties as it, in its discretion, shall find to be required or desirable to manage the affairs of the Association. Such additional officers need not be Directors, but must be members of the Association.

## ARTICLE VI

### DIRECTORS' AND OFFICERS' INDEMNITY

The Association shall indemnify such persons, for such expenses and liabilities, in such manner, under such circumstances, and to such extent, as permitted by Section 448.3-102(13) of the Missouri Statutes, as now enacted or hereafter amended.

## ARTICLE VII

### FISCAL MANAGEMENT

**7.1 Depository:** The depository of the moneys of the Association shall be bank or banks as from time to time shall be designated by the Board. Withdrawal of moneys from such depository shall be only by checks signed by any two (2) officers of the Association, or any other persons as may from time to time be authorized by the Board.

**7.2 Records of Association:** The books, accounts, and records of the Association shall be open to inspection and examination by any member of the Association and any Security Holder at all reasonable times.

**7.3 Fidelity Bonds:** Fidelity bonds shall be required by the Board for each director, officer, employee or agent of the Association, and from any managers, trustee, contractor or other person handling or responsible for handling Association funds. The amount of such bond shall be determined by the Board, but shall be not less than one and one-half (1-1/2) times the total of the estimated annual operating expenses and reserves of the Association. Such bonds shall contain an appropriate endorsement to cover persons who serve without compensation. The premiums on such bonds shall be a Common Expense.

**7.4 Payment of Vouchers:** Payment Vouchers shall be approved by the Board unless such authority to approve the same has been delegated to any officer or manager by the Board.

**7.5 Fiscal Year:** The fiscal year of the Association shall be the calendar year; provided that the Directors, from time to time, by resolution, may change the fiscal year to some other designated period.

## ARTICLE VIII

### ASSESSMENTS

**8.1 Obligation of Members to Pay Assessments; Amount of Levy:** Until the Association levies a Common Expense assessment, Declarant shall pay all accrued expenses of the Condominium. Thereafter, each Unit Owner shall be severally liable for the Common Expenses that are levied against his Unit while a Unit Owner. Each Unit shall be assessed in accordance with that Unit's percentage of Common Expenses as allocated by the Declaration, as amended.

**8.2 Allocation of Common Surplus:** Any common surplus shall be allocated to each Unit in accordance with its percentage of Common Expenses, and shall be owned by the Unit Owner of that Unit and credited against that Unit's proportionate share of Common Expenses subsequently assessed.

**8.3 Preparation of Budget and Levying of Assessment:** At least once each fiscal year, beginning with the fiscal year beginning January 1, 1987, the Board shall prepare and adopt a budget for that fiscal year, including therein estimates of the amount necessary to pay the Common Expenses, together with amounts considered necessary by the Board for reserves. After preparation and adoption of each such budget, the Board shall provide each member with a copy and shall give each member notice of the assessment made against that member's Unit based upon such budget and of the interest to be charged on delinquent payments thereof. The assessment shall be deemed levied upon the giving of such notice; provided, however, that the first budget after creation of the Condominium shall be prepared and adopted by the first Board only for the balance of the then fiscal year of the Association, shall be prepared and adopted as soon as practicable after such creation, and notice of the amount of the assessment against each Unit for such balance of the fiscal year shall be given by the Board or Declarant to each member as soon as practicable after adoption of such assessment and shall be deemed levied upon notice thereof given by the Board or Declarant, and shall be due as provided in Section 8.5 hereof.

No capital improvement over Two Thousand Five Hundred Dollars (\$2,500.00) or increase in the annual assessment by the Board in any one year of over 10% above the previous year's assessment plus the amount of any increased Real Estate Tax assessment may be made without the consent of at least sixty-seven (67%) percent of the Units.

**8.4 Assessment A Lien:** Every assessment shall constitute a lien upon each Unit assessed from the date the assessment is levied prior to all other liens except only (i) tax liens, including special assessments, in favor of any taxing or

assessing authority, (ii) all sums unpaid on any First Mortgage against the Unit, and (iii) liens and encumbrances recorded before the recordation of the Declaration.

**8.5 Payment of Assessments:** Assessments shall be payable when notice thereof is given, but shall not be delinquent if paid at the times and in the amounts specified by the Board in each such notice. If no times and amounts are specified, 1/12th of the assessment shall be paid on or before the first day of each month of the fiscal year of the Association. Payments shall be made to the Association or as the Board may from time to time otherwise direct.

**8.6 Lien after Foreclosure:** When ownership of a unit is transferred by foreclosure, under the remedies provided in any first Deed of Trust, the lien of any unpaid assessments as to the Unit shall abate. The Unit and Unit Owner acquiring title under the remedies provided in a First Deed of Trust shall be subject only to the lien of assessments which become due after such transfer of title. Nothing in this paragraph shall be construed as a waiver or release of the obligation of the former owner to pay the delinquent assessments.

**8.7 Maintenance Fund and Reserves:** All sums collected by the Association from assessments shall be accounted for as follows:

- (a) **Reserve Fund for Replacements.** To this fund shall be credited all sums collected or set aside for the purpose of effecting replacements of structural elements, and other Common Elements of the Condominium.
- (b) **General Operating Reserve Fund.** To this fund shall be credited all sums collected to provide a reserve for purposes of providing a measure of financial stability during periods of special stress, and may be used to meet deficiencies from time to time as a result of delinquent payments of assessments and other contingencies.
- (c) **Maintenance Fund.** To this fund shall be credited collections of assessments for all Common Expenses for the current year as well as common profits and surplus from the previous year, and not to be credited to either of the above reserve funds.

The reserve fund for replacements shall be established by the Board and shall be funded by regular installments rather than by extraordinary special assessments. The reserve funds described above shall be maintained only in such amounts as deemed necessary or desirable by the Board, subject, however, to the preceding sentence. To the extent maintained, funds therein shall be held in such accounts and with such depositories as the Board, in its discretion, selects.

**8.8 Special Assessments:** In addition to the assessments levied as provided in Section 8.3, the Board, in its discretion, may levy special assessments at such other and additional times as in its judgment are required for:

- (a) **Repair and Maintenance of Common Elements and Condominiums.** Maintenance, repair and restoration of the Common Elements, and operation of the Condominiums.

(b) **Alterations, Improvements and Additions to Common Elements.** Alterations, improvements, and additions to the Common Elements; provided, however, that any such special assessment involving the expenditure of Five Thousand (\$5,000.00) Dollars or more shall be first approved by the voting members of the Association representing at least sixty-seven (67%) percent of the total votes in the Association, at a special meeting called for such purpose.

(c) **Curing of Member's Default.** Costs and expenses incurred in curing defaults of a member pursuant to Section 12 hereof.

Special assessments made pursuant to this Section shall be deemed levied upon notice thereof being given to the members subject to such special assessment, and shall be payable as determined by the Board and as set out in such notice.

**8.9 Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units:** Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Unit, or in equal shares to the Units, to which such Limited Common Element was allocated at the time the expense was incurred. In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Common Expense Liability.

**8.10 Failure to Prepare Budget and Levy Annual Assessments Deficiencies in Procedure:** The failure of the Board to prepare or delay of the Board in preparing any budget, and to levy or in levying assessments, shall not constitute a waiver or release of the members' obligation to pay assessments whenever the same shall be determined and levied by the Board.

Until a new assessment is levied by the Board pursuant to Section 8.3, each member shall continue to pay the assessment previously levied pursuant to Section 8.3 in the same amount and at the same periodic times as levied, or as the Board may otherwise advise in writing. Also, any deficiencies or inadequacies in the procedure followed by the Board in levying an assessment shall not in any way affect its validity or the obligation of members to pay such assessment.

**8.11 Assessment Roll; Statement:** All assessments shall be set forth upon a roll of the Units, which shall be available in the office of the Association for inspection at all reasonable times by members and Security Holders, and their duly authorized representatives. Such roll shall include, for each Unit, the name and address of the member or members, all assessments levied, and the amount of all assessments unpaid. The Association, upon written request, shall furnish to a Unit Owner, or his authorized agent, a recordable statement setting forth the amount of unpaid assessments currently levied against his Unit. The statement shall be furnished within ten (10) business days after receipt of the request and shall be binding upon the Association and all

Unit Owners. For such statement a reasonable fee may be charged by the Board.

**8.12 Default and Enforcement:** If any assessment, or installment thereof, remains delinquent for ten (10) days, then that assessment, and all other assessments then a lien against that Unit, may be declared by the Board to be immediately due and payable in full, with interest, without further notice, and may be foreclosed by the Association in the manner provided by Section 448.3-116 of the Act.

**8.13 Interest on Delinquent Assessments:** Assessments, or installments thereof, paid before they become delinquent shall not bear interest. All delinquent assessments in addition to the late charges provided in Article 4.17 (w) shall bear interest at the rate set forth in the notice levying the assessment, not exceeding the rate of interest allowed by the Act, (18%) from the date delinquent until paid (Section 448.3-115.2). All payments upon account shall be applied first to interest and then to the assessment, or installment thereof, longest delinquent.

**8.14 Common Expenses:** Common Expenses shall mean and include all sums declared Common Expenses by the Act, or by any specific provision of these By-Laws or the Declaration, and shall include, without limitation, the following: Taxes and special assessments against the Property until the Units are separately assessed; premiums for any and all insurance maintained by the Association, including any deductible or coinsurance amount not covered by insurance; utility charges not charged directly to Unit Owners; legal and accounting fees; the unpaid portion of any assessment against a Unit that is acquired pursuant to mortgage foreclosure, or by deed (or assignment) in lieu of foreclosure, and not required to be paid by such acquirer; deficits remaining from any prior assessment period; and the cost of all fidelity bonds.

**8.15 Rates, Fees and Charges:** All rates, fees, charges, fines and penalties imposed by the Board against, or due from, any member or Unit may be collected and enforced as an assessment.

## ARTICLE IX

### SUBDIVISION, CONVERSION, RELOCATION AND ALTERATION OF UNITS

**9.1 Prohibition:** No Unit Owner may subdivide or convert, relocate the boundaries of, or alter, his Unit.

## ARTICLE X

### COMPLIANCE, ENFORCEMENT, FINES AND PENALTIES

**10.1 Compliance:** Each Unit Owner, Occupant and Security Holder shall be governed by and shall comply with the terms, conditions, obligations, and provisions of the Act, the Declaration, the Articles, these By-Laws, and the rules and regulations, as the same may be amended from time to time.

**10.2 Default and Remedies:** A default in or failure to comply with any of the terms, conditions, obligations, and provisions of the Act, the Declaration, these By-Laws, or the rules and regulations, as the same may be amended from time to time, by any Unit Owner or Occupant, shall be grounds for relief that may include, without intending to limit the same or to constitute an election of remedies, an action to recover fines and penalties for such default or failure as determined by the Board, sums due for damages, an injunction, or any combination thereof, and which relief may be sought by the Association or, if appropriate, by any one or more aggrieved members, or both. Also, if any member fails to perform any obligation under the Act, the Declaration, these By-Laws, or such rules and regulations, then the Association may, but is not obligated to, perform the same for the member's account, and for such purpose may enter upon his Unit, may make necessary repairs, advance expenses or other sums necessary to cure the default, and for such expenses and costs may levy a special assessment against the Unit owned by such defaulting member.

**10.3 Notice of Default and Failure to Cure:** In the event of any such default or failure, the Board shall promptly serve upon or mail to the defaulting member, and each First Mortgagee of that member's Unit, a written notice specifying the nature of the default, the cure thereof, and the time within which the cure shall be effected. Within the time limit specified in the notice, the defaulting member may cure the default specified, or serve upon or mail a written notice to the Board requesting a hearing before the Board. If a hearing is so requested, the Board shall thereafter serve upon or mail to the defaulting member, and to each such First Mortgagee, a notice specifying the time and place for such hearing. At the hearing, the Board shall take such evidence and hear such testimony as it deems necessary or desirable.

The Board shall not exercise any remedies to obtain relief from the default until the hearing is over and the Board has made its determination and served upon or mailed the same to the defaulting member and each First Mortgagee. The hearing may be continued from time to time as determined by the Board. Upon taking such evidence and hearing such testimony, the Board, at the hearing at such later time, shall determine, in writing, and at its sole option, to waive the default in whole or in part, to extend the time within which the default may be cured, or to proceed immediately to levy a fine or penalty, or to exercise any one or more of the remedies available to the Board due to such default. The Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee, a copy of its determination. If the defaulting member (i) does not cure the default or request a hearing within the time limit specified in the original notice of default given pursuant to this Section, or (ii) so requests a hearing, but fails to cure the default (to the extent not waived by the Board) within the extended time, if any, granted by the Board after hearing, then the Board shall serve upon or mail to the defaulting member, and to each such First Mortgagee a written notice of such member's failure to effect a cure, and

the Board may then proceed to take such action as it deems necessary to obtain relief.

**10.4 Remedy of Abatement in Addition to Other Remedies:** In the event a member fails to effect the cure specified by the Board in the notice of default, within the time specified in such notice, where the default is a structure, thing, or condition existing in or on the premises of the member's Unit, the Board, or its duly authorized representative, shall have the right to enter upon the premises of the member's Unit in which, on which, or as to which, such default exists, and summarily to abate and remove, at the defaulting member's expense (and levy an assessment therefor), the structure, thing, or condition constituting the default, and the Board, the Association, and their agents, employees, and representatives shall not thereby be deemed guilty of any manner of trespass.

**10.5 Recovery of Attorney's Fees and Costs:** In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the cost of such proceeding and such reasonable attorney's fees as may be allowed by the court, with interest thereon at eight (8%) percent per annum from the dates such costs are incurred until paid.

**10.6 Nonwaiver of Covenants:** The failure of the Association or of any member thereof to enforce any term, provision, right, covenant, or condition that may be granted by the Declaration, these By-Laws, the rules and regulations or the Act, as the same may from time to time be amended, shall not constitute a waiver or abrogation of the right of the Association or a member to enforce such term, provision, right, covenant, or condition in the future, irrespective of the number of violations or breaches thereof that may have occurred.

**10.7 Assessment Lien:** Assessment liens shall be enforced pursuant to Article VIII hereof and not pursuant to this Article X.

## ARTICLE XI AMENDMENT

An amendment to these By-Laws shall be made and approved in the manner set forth in Section 448.2-117 of the Act and by not less than seventy-five (75%) percent of the units, and once made, shall become effective when recorded in the same manner and place as an amendment to the Declaration.

## ARTICLE XII GENERAL PROVISIONS

**12.1 Rules and Regulations:** The Board may promulgate from time to time such rules and regulations as it deems reasonable and necessary governing the administration, management, operation, and use of the Common Elements so as to promote the common use and enjoyment thereof by Unit Owners and Occupants, and for the protection and preservation, thereof.



In addition the Board may adopt such rules and regulations as it deems reasonable and necessary with respect to Units to provide for the common good and enjoyment of all Unit Owners and Occupants, including, without limitation, the right to adopt such rules and regulations with reference to children, animals and leases. Also, the Board may from time to time establish penalties for infraction of such rules and regulations. Copies of all such rules and regulations and any amendments thereto shall be furnished to all members, and a copy shall be posted or otherwise made available to members at the office of the Association. However, failure to furnish or post such rules or regulations shall not affect in any way their validity or enforceability. Any such rule or regulation adopted by the Board may be amended, modified, or revoked, and new and additional rules and regulations may be adopted by the members at an annual or special meeting of the members. Any such act of the members shall control over any contrary rule or regulation then or thereafter adopted by the Board. All rules and regulations shall be equally and uniformly applicable to all Unit Owners, Occupants and Units, but need not be equally, uniformly applicable if it is determined that such unequal or nonuniform application is in the best interest of the Association or if equal and uniform application is not practicable.

**12.2 Parliamentary Authority:** Robert's Rules of Order, Newly Revised, shall govern the conduct of Association proceedings when not in conflict with the Declaration, these By-Laws, the Act or any statutes of the State of Missouri applicable thereto. The chairman of the meeting shall have the authority to appoint a parliamentarian if he deems it necessary.

**12.3 Compliance with the Act; Conflict; Severability:** These By-Laws are established in compliance with the Act. Should any of the terms, conditions, provisions, paragraphs, or clauses of these By-Laws conflict with any of the provisions of said Act, the provisions of said Act shall control. In the case of any conflict between the provisions of these By-Laws and the Declaration, the Declaration shall control.

If any such term, provision, limitation, paragraph or clause of these By-Laws or the application thereof to any person or circumstance, is judicially held to be invalid, such determination shall not affect the enforceability, validity, or effect of the remainder of these By-Laws, or the application thereof to any other person or circumstance.

**12.4 Interpretation of By-Laws:** Whenever appropriate the singular number may be read as the plural, and the plural may be read as the singular. The masculine gender may be read as the feminine gender or as the neuter gender. Compound words beginning with the prefix "here" shall be read as referring to this entire set of By-Laws and not merely to the part of it in which they appear.

The undersigned, the duly elected and acting Secretary of the Association, hereby certifies that the foregoing By-Laws have been duly adopted by the Association, and are in full force and effect as of the date hereof.