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**BY-LAWS OF**

**RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION**  
**(a condominium unit owners' association)**

**ST. LOUIS COUNTY, MISSOURI**

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**RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION**  
(a condominium unit owners' association)

**ARTICLE I**  
**IDENTITY**

**1.1 Name:** The name of the Association shall be Ridgeview Place Condominium Association ("Association"), a nonprofit corporation organized under the provisions of the General Nonprofit Corporation Act and the Uniform Condominium Act ("Act") of the State of Missouri, formerly known as Ridgemont Condominium Association, Inc.

**1.2 Definitions:** For the purpose of these By-Laws, the terms specifically defined in the Restatement of Declaration of Condominium of Ridgemont Condominium ("Declaration"), or in the 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 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 Owner:** When more than one person owns a Unit, all such Owners shall be members of the Association.

**2.3 Registration:** It shall be the duty of each Owner to register his name and the Unit number with the Secretary of the Association or his designee for the purposes of maintaining an ownership roster. If an 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**  
**MEMBERS' MEETING AND VOTING**

**3.1 Place of Meeting:** Meetings of the Association shall be held at the Condominium 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 Tuesday in December each year, or as soon thereafter as practicable, 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. At the annual meeting, the Owners shall elect Directors and may transact any other business authorized to be transacted by the members. Notice of the annual meeting shall be made in accordance with Section 10.3 of these By-Laws.

3.3 Special Meetings: Special meetings of the members may be called at any time by the President, and must be called by the President upon receipt of a written request for a special meeting signed by at least twenty percent (20%) of the members of the Association. No business shall be transacted at a special meeting except as stated in the notice thereof. Notice of a special meeting shall be made in accordance with Section 10.3 of these By-Laws.

3.4 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.

3.5 Quorum: A quorum at meetings of the members shall consist of members present, in person or by proxy, representing at least thirty percent (30%) of the total votes in the Association.

3.6 Voting Power Association Not to Vote: Voting shall be based on equality, each Unit having one vote. When more than one person is the owner of a Unit, the votes for that Unit shall be cast as the 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.

3.7 Manner of Casting Votes: A vote may be cast only in person or by a directed proxy. The Owners of any Unit may execute a proxy directing the Secretary to cast the vote of that Unit, for or against any proposition, or candidate running for the Board. At any meeting of the Owners, including special meetings, all proxies shall include that Unit as being present at a meeting of Owners for determining a quorum at the meeting. A proxy may be revoked by notifying the Secretary, in writing, 24 hours prior to the meeting, or by the voting member, attending the meeting in person and voting on the proposition or election for which the proxy was issued. As provided for in Sec 3.6, all proxies must be signed by a registered member to be valid. No proxies, designating any person, other than the Secretary of the Board, shall be valid for any purpose. The Secretary may designate the managing agent, or other entity, to receive and register such proxies. Directed proxy forms for election of Board members shall include the names of all candidates who have registered with the Board within the allotted time as designated by the Board. Such proxies shall be received 24 hours prior to any vote and otherwise meet the requirements of this paragraph to be properly registered. No proxies may be voted unless properly registered. The Secretary of the Board and his designees and other non-candidates, non-Board member Owners as designated by the Secretary shall verify registration and proxies and be responsible for ballot and proxy tabulation.

3.8 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.

3.9 Adjournment when Quorum Lacking: If a meeting cannot be organized because a quorum has not attended, the meeting shall be adjourned to another date, within thirty (30) days, at which meeting twenty percent (20%) of the Owners who are present in person or by proxy shall constitute a quorum.

3.10 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 votes of members present in person or by proxy, and voting unless express provisions of the Act or Documents require a greater vote.

3.11 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.

3.12 Prohibition of Cumulative Voting: There shall be no cumulative voting, i.e., voters may cast no more than one vote for each candidate.

3.13 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.
- (i) Unfinished business.

(j) New business.

(k) Adjournment.

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

**ARTICLE IV.**  
**DIRECTORS**

**4.1 Number and Qualifications of Directors:** The Board of Directors ("Directors") shall consist of seven (7) natural persons, who shall be resident Owners.

**4.2 Election of Directors:** Directors shall be elected at the annual meeting of the Association. In order to provide continuity on the Board, the terms of Directors shall be staggered so that approximately one-third (1/3) of the Board shall be replaced at each annual election.

**4.3 Term:** The term of each Director shall be for three years, and until that Director's successor has been duly elected and qualified. A Director can only serve for one (1) term. A Director cannot be reelected or appointed until three (3) years have lapsed since he/she last served.

**4.4 Removal:** Any Director may be removed, with or without cause, by a vote of the members entitled to cast at least sixty-seven percent (67%) of the votes, present in person or by proxy at a special meeting called for such purpose, where a quorum is present (as provided in Section 3.6), 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 qualified.

**4.5 Vacancies:** Any vacancy in the Board arising out of the removal, death or resignation of a Director shall be filled by act of the remaining Directors, whether or not they constitute a quorum, and such Director shall serve the unexpired term.

**4.6 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.

**4.7 Regular Meeting:** 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 first class or electronic 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, except for such meetings, or portion thereof, dealing with

- (a) legal actions, causes of action, or litigation where confidential or privileged communication is involved;

- (b) disciplinary hearings under Article VIII of these By-Laws;
- (c) actions relating to a Director where confidential information is being discussed;
- (d) hiring, termination, or discipline of agents and employees;
- (e) leasing, purchase or sale of real estate by the Board where public knowledge might adversely affect the consideration therefor;
- (f) discussion of bids or related documents until the bids are open; and
- (g) other reasons as determined by a unanimous vote of the Board present.

The Board, in its judgement, acting by a majority at a meeting at which a quorum is present, may decide to meet in executive session to consider the aforesaid matters.

**4.8 Special Board Meetings:** Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of a majority of the Directors to conduct any business that could have been conducted at a regular meeting. Not less than three (3) days' notice of such special meeting shall be given personally or by first class or electronic 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.

**4.9 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.

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

**4.11 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. Notice shall be given to all Directors pursuant to Section 4.8. 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.

**4.12 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 consent of a greater number is required by the Act or Documents.

4.13 Board of Managers 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 written consent, setting forth the action so taken, is signed by a majority plus one (1) of the Directors.

4.14 Presiding Officer: The presiding officer at meetings of the Board shall be the President. In his absence the Vice-President or Secretary, in said order, shall preside.

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

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

- (a) To prepare the budget as follows: The Board shall estimate the total amount which it anticipates will be required to pay the Common Expenses during the ensuing calendar year and shall furnish a written summary to each Owner as to the amount of such estimate, with the particulars therein itemized and shall set a date for a meeting of the Owners to consider ratification of the budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Owners of the Association reject the budget as it was presented, the budget shall be considered ratified. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners and the then current assessments in effect shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.
- (b) To collect assessments as follows:
  - (1) Monthly installments shall be due on the first day of each month and if not paid by the tenth (10th) day shall be designated as late and a late charge assessed. The Board or its designee shall provide a written notice to the Owner.
  - (2) If any monthly installment has not been paid within thirty (30) days of the date due, an officer or the Board or its designee shall provide a second written notice.
  - (3) If any monthly installment has not been paid within sixty (60) days after the due date, the Board shall authorize the recordation of a Notice of Lien against the property, including, but not limited to:

- a. Past due monthly installments.
  - b. Late charges.
  - c. The entire unpaid balance of the annual assessment.
  - d. Interest on the delinquent assessment.
  - e. Attorney's fees.
  - f. Recording costs.
  - g. Other costs, e.g., title search, service, etc.
- (4) The Board may adopt such further Rules to maximize the efficient and effective collection of unpaid assessments.
- (c) To employ, compensate and terminate such employees as are necessary to the operation of the Association.
  - (d) To open bank accounts on behalf of the Association and designate the signatories required.
  - (e) To open Federally insured savings accounts or other Federally insured investments as are appropriate or arrange investments as are appropriate to the proper care of the assets of the Association and to designate the signatures required thereon.
  - (f) To keep books with detailed accounts of the receipts and expenditures affecting the Association and its administration. All books and records shall be kept in accordance with generally accepted accounting practices.
  - (g) To make available for inspection by any prospective purchaser of a Unit under contract, any Owner of a Unit, or any Eligible Mortgagee current copies of the Documents and all other books, records, and financial statements of the Association.
  - (h) To preserve all records for the period of time required by applicable law or regulation.
  - (i) To permit utility suppliers to use the Common Elements reasonably necessary to the ongoing operation of the Condominium.
  - (j) To adopt management standards of performance to be followed in the preparation of financial accounts and records.
  - (k) To establish committees to perform such tasks and to serve for such periods as may be designated by a resolution which shall set forth the committee's duties, powers and duration. Each committee shall operate in accordance with the terms of the Board resolution and with rules adopted by the Board.

- (l) To contract or employ a management agent to perform such duties and services as the Board shall authorize. The Board may not delegate the approval of budgets and assessments; adoption, amendment, or termination of Rules; opening bank accounts or designation of a signatories; and enforcement by legal means of any provision of the Act or Documents.
- (m) To arrange for and pay the cost of such accounting, legal or professional services as may be required or necessary to the well being of the Association.

#### 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 Section 4.6 hereof.

5.3 Term: Each officer shall serve a one (1) year term, and continue to serve, for continuity purposes, until, after each election, the organizational meeting is held by the duly elected and qualified Directors at which time the new officers are selected as provided in Section 5.2 hereof.

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 the new officer elected to fill the vacancy shall serve for the unexpired term of his/her predecessor in office, and until his/her successor has been duly elected and qualified.

5.6 Powers and Duties of Officers:

- (a) **President:** The President shall be the chief executive officer of the Association. He shall have the duty to preside at all meetings of the Board and of the members at which he/she is present, and supervise other officers in the management of the business and affairs of the Association. He/she 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/her 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 Board and the Association. He/she shall attend to the giving and serving of all notices required by law and the Documents. He/she 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 nonprofit corporation.
- (d) Assistant Secretary: The Assistant Secretary shall perform such duties of the Secretary as shall be assigned to him/her 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/she shall keep the books of the Association in accordance with good accounting practices and principles, and shall submit them, together with all his/her vouchers, receipts, records, and other papers to the Directors for their examination and approval, as often as they may require. He/she 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 nonprofit corporation. If a managing agent or company is employed, the Board may designate some or all of the foregoing functions to be entrusted to him/her or it, subject to overseeing control by the Treasurer.

5.7 Execution of Agreements, etc.: All Amendments to the Declaration agreements, contracts, deeds, mortgages, or other instruments shall be executed by the President (or Vice-President in the absence of the President) and Secretary or in the absence of the Secretary, another Officer or Director as may be designated when necessary by the Board.

5.8 Compensation of Directors Restricted: No officer or Director of the Association shall receive compensation for his services in such capacity, but maybe reimbursed for out-of-pocket expenses incurred in performing his duties. Reimbursement of automobile mileage shall not exceed the then current United States Internal Revenue Service published rate per mile for such reimbursements.

#### 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 the Act, and the Missouri Nonprofit Corporation Act, as may be amended.

**ARTICLE VII.**  
**FISCAL MANAGEMENT**

7.1 Depository: The depository of the moneys of the Association shall be such 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, or any other persons as may from time to time be authorized by the Board, provided, however, that withdrawal of reserves shall be made only upon the signature of two (2) officers.

7.2 Payment Vouchers: Payment Vouchers shall be approved by the Board unless authority to approve the same has been delegated to any officer or managing agent by the Board.

7.3 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.**  
**HEARING PROCEDURES**

The Board shall not impose a fine, suspend voting, or infringe upon any other rights of a member or other occupant for violations of any restriction contained in the Documents, excluding the payment of assessments, unless and until the following procedure is followed:

8.1 Demand: Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (a) the nature of the alleged violation;
- (b) the action required to abate the violation; and
- (c) a reasonable time period during which the violation may be abated without further sanction, if such violation is a continuing one; or, if the violation has ceased, a statement that any further violation of the same rule may result in the imposition of a sanction, after notice and hearing; provided, however, in the event the Board deems that an imminent risk to health or safety exists, the Board may demand a shorter period of time for abatement.

8.2 Notice: At the time the demand is served, or at any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Board or its designated committee in executive session. The notice shall contain:

- (a) the nature of the alleged violation;
- (b) the time and place of the hearing, which time shall not be less than ten (10) days from the giving of the notice; provided, however, in the event the Board deems that an imminent risk to health or safety exists, the Board may provide shorter notice;
- (c) an invitation to attend the hearing and produce any statement, evidence, and witness on his behalf; and
- (d) the proposed sanction to be imposed.

8.3 Hearing: The hearing shall be held in executive session pursuant to this notice affording the member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

8.4 Appeal: Any person having a right to notice and opportunity to be heard shall have the right to appeal to the Board from a decision of any committee or managing agent by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

## ARTICLE IX.

### INSURANCE, DAMAGE OR DESTRUCTION

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

#### 9.1 Property Insurance:

- (a) Property insurance covering: The Units, Common Elements, and Limited Common Elements of the Condominium (excluding land, excavations, portions of foundations below the undersurfaces of the lowest basement floors, underground pilings, piers, pipes, flues and drains and other items normally excluded from property policies), including, for purposes of this Section, the following:
  - (1) Completed additions;
  - (2) Permanently installed fixtures, machinery and equipment;

- (3) Outdoor fixtures;
  - (4) Personal property owned by the Association used to maintain buildings or other Common Elements;
  - (5) Materials, equipment and supplies, on or within 100 feet of the Condominium, used for making additions, alterations, maintenance, repairs or replacements to the buildings or other Common Elements;
  - (6) Fixtures, improvements and alterations that are part of the buildings or other Common Elements.
- (b) Amounts: The Condominium shall be insured for an amount (after application of any deductions) equal to the full insurable replacement cost at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

The Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement cost of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

The deductible shall be paid by the Association as a Common Expense, or as is deemed equitable by the Board under the circumstances, as provided in Section 9.2 of the Declaration.

- (c) Risks Insured Against: The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.
- (d) Other Provisions: Insurance policies required by this Section shall provide that:
  - (1) The insurer waives the right to subrogation under the policy against an Owner or member of the household of an 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.
  - (4) Loss must be adjusted with the Association.

- (5) 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, in either case to be held in trust for each Owner and such Owner's mortgagee.
- (6) 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, each Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.
- (7) The name of the insured shall be substantially as follows: "The Ridgeview Place Condominium Association for the use and benefit of the individual Owners."

9.2 Liability Insurance: Liability insurance, including medical payments 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, and property damage 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 shall provide that:

- (a) Each Owner is an insured person 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 insurer waives the right to subrogation under the policy against an Owner or member of the household of an 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.
- (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, each Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

9.3 Fidelity Insurance: 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 shall cover the maximum funds that will be in the custody of the Association or the responsible party at any time while the bond or insurance is in force, and in no event less than the sum of three months' assessments plus reserve funds. In purchasing a fidelity bond, the Board shall give preference to any bonding company approved to write fidelity bonds by the St. Louis County Probate Court for Executors and Administrators. The cost of premiums for such blanket bond or insurance shall be paid out of Association funds as a Common Expense and shall not be borne by the individual members of the Board.

9.4 Owner Policies: An insurance policy issued to the Association does not prevent an Owner from obtaining insurance for his or her own benefit. In the event the policy of an Owner provides benefits for a loss caused by a failure of the Common Elements, the Association shall pay, as a Common Expense, the deductible charged to said Owner, not to exceed the sum of \$100.00.

9.5 Workers' Compensation Insurance: In its discretion, the Board may obtain and maintain Workers' Compensation Insurance to meet the requirements of the laws of the State of Missouri.

9.6 Directors' and Officers' Liability Insurance: The Board shall obtain and maintain directors' and officers' liability insurance, to the extent reasonably available, covering all of the directors and officers of the Association in such limits as the Board may determine, from time to time, and include coverage for nonmonetary defenses.

9.7 Other Insurance: The Association may carry other insurance which the Board considers appropriate to protect the Association or the Owners.

9.8 Duty to Restore: A portion of the Condominium for which insurance is required under Section 448.3-113 of the Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

- (a) the Condominium is terminated;
- (b) repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or
- (c) eighty percent (80%) of the Owners, including each owner of a Unit or assigned Limited Common Element that will not be rebuilt, vote not to rebuild.

9.9 Cost: The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

9.10 Plans: The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Board and a majority of Owners.

9.11 Replacement of Less Than Entire Property:

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- (b) Except to the extent that other persons will be distributees,
  - (1) The insurance proceeds attributable to a Unit and Limited Common Element that is not rebuilt must be distributed to the Owner of the Unit and the Owner of the Unit to which the Limited Common Elements were allocated, or to lien holders, as their interest may appear; and
  - (2) The remainder of the proceeds must be distributed to each Owner or lien holder, as their interests may appear, in proportion to the Common Element interests of all the Units;
- (c) If the Owners vote not to rebuild a Unit, the Allocated Interests of the Unit are reallocated as if the Unit had been condemned under Subsection 1 of Section 448.1-107 of the Act, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

9.12 Insurance Proceeds: The insurance trustee, or if there is no insurance trustee, then the Board, acting by the President, shall hold any insurance proceeds in trust for the Association, Owners, and lien holders as their interests may appear. Subject to the provisions of Subsections 9.1(a) through 9.1(c) of these By-Laws, the proceeds shall be disbursed first for the repair or restoration of the damaged portions of the Condominium; the Association, Owners, and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Condominium has been completely repaired or restored, or the Condominium is terminated.

9.13 Certificates by the Executive Board: The insurance trustee, if any, may rely on the following certifications in writing made by the Board:

- (a) Whether or not any damaged or destroyed portion of the Condominium is to be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

9.14 Certificates by Attorneys: Title insurance companies or if payments are to be made to Owners or mortgagees, the Board, and the insurance trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the Records of the County of St. Louis from the date of recording of the Original Declaration stating the names of the Owners and the mortgagees.

**ARTICLE X.**  
**GENERAL PROVISIONS**

10.1 Parliamentary Rules: Except as may be modified by Board resolution establishing modified procedures, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Missouri law, the Declaration, Articles of Incorporation, and these By-Laws; the provisions of Missouri law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

10.2 Books and Records:

(a) Inspection by Members.

- (1) The membership register, books of account, and minutes of meetings of the members, the Board, and committees shall be made available for inspection and copying by any member of the Association or a Mortgagee or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a member at the office of the Association or at such other place as the Board shall prescribe.
- (2) Rules for Inspection. The Board may establish reasonable rules with respect to notice to be given to the custodian of the records by the member desiring to make the inspection, and payment of the cost of reproducing copies of documents requested by a member.
- (3) Every Director shall have the right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Board member includes the right to make extracts and copies of documents at the expense of the Association.

- (b) Accounting. A financial review or audit of the accounts of the Association shall be made annually in compliance with generally accepted accounting practices for entities such as the Association.

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

- (a) if to a member, at the address which the member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such owner; or
- (b) if to the Association, the Board, or the Managing Agent, at the principal office of the Association or the Managing Agent; if any, or at such other address as shall be designated by the notice in writing to the owners pursuant to this Section.
- (c) any notice of an annual meeting of the Association shall be mailed at least twenty-one (21) days in advance of said meeting.
- (d) any notice of a special meeting of the Association shall be mailed at least seven (7) days in advance of said meeting.

10.4 Amendment: These By-Laws may be amended only by a vote or agreement of the majority of all the members at a meeting of the Association called for said purpose.

10.5 Effective Date: These By-Laws shall be effective upon approval by the requisite number of Owners and shall supersede all previously adopted By-Laws.

ATTESTATION

I, the undersigned, in my official capacity as President of Ridgeview Place Condominium Association, do hereby certify that the foregoing By-Laws have been duly adopted by a majority of the members (as per Section 10.4) of the Association as the By-Laws of said Association.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 25 day of JUNE, 1997.

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION  
a Missouri nonprofit corporation,

By:

Thomas P. Duffy  
Its President

Attest:

Helene A. Olson  
Secretary

## RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION

### EMERGENCY BY-LAWS

On this 9th day of April, 2020, the Board of Directors of Ridgeview Place Condominium Association hereby adopts these temporary emergency by-laws.

WHEREAS, the Association is the community association of Ridgeview Place Condominium by virtue of the "Restatement of Declaration of Ridgeview Place Condominium" as recorded in the records of St. Louis County, Missouri, as may be amended ("Declaration"); and

WHEREAS, the Association is a Missouri nonprofit corporation pursuant to the Missouri Nonprofit Corporation Act ("NCA") its bylaw provisions are contained within the Restatement of Declaration of Ridgeview Place Condominium ("By-Laws"); and

WHEREAS, it is imperative to foster the health and safety of the members of the Association by reducing the possible exposure to, and reducing the spread of, COVID-19; and

WHEREAS, countless government entities and other private businesses have implemented numerous immediate changes to conducting business; and

WHEREAS, the Association desires to implement all reasonable and prudent changes to operations to help protect its members and residents as more particularly set forth below.

NOW, THEREFORE, the Board of Directors hereby adopts these Emergency By-Laws that shall become effective immediately and shall cease after the emergency ends.

### ARTICLE I: APPLICABILITY AND DURATION.

- 1.1 **Applicability & Duration.** These emergency by-laws shall apply to all events and circumstances during the emergency and shall no longer be applicable upon the end of the emergency.
- 1.2 **Impact on Existing By-Laws.** Absent a provision to the contrary contained herein, the By-Laws shall remain valid and enforceable during this emergency.
- 1.3 **Limitation on Authority to Act.** As these emergency by-laws are to ensure limited interruption of the operations of the Association, no provision of these by-laws shall be interpreted as authorizing an action of the Association or the Board not otherwise permitted herein or by law.
- 1.4 **Goals and Purposes.** As much as practicable, the Association will take all reasonable actions and efforts to reduce the impact of this emergency upon the operation of the Association by taking advantage of technology to conduct its affairs.
- 1.5 **Government Response.** As this emergency remains fluid and changes may occur to applicable laws and regulations, these provisions shall not conflict with any

applicable law or regulation as may be adopted the federal or state government including their political subdivisions and agencies.

- 1.6 Distribution and Recitals.** Upon adoption, these emergency by-laws shall be distributed to the Members. Recitals are incorporated as if fully stated herein.

## **ARTICLE II: ANNUAL MEETINGS**

**2.1 Annual Meeting.** Pursuant to Section 355.231 of the NCA, the Association is required to conduct its election as well as provide an update on the financial condition of the Association at its annual meeting. To comply with such requirements without the necessity of meeting in-person, the Association shall:

- (a) Conduct all elections electronically or by mail after notice is provided to its Members as provided herein.
- (b) Conduct a separate telephone conference for discussion on the financial condition of the Association.
- (c) Conduct any other votes that are otherwise required to be taken under the Declaration or By-Laws electronically after notice is provided to its Members as provided herein.

**2.2 Notice of Meeting.** The Association shall, unless a Member otherwise notifies the Association, shall notify the Owner via email if an email address has been provided. The notice shall be sent not less than 20 days prior to the deadline for casting a ballot. If conducted electronically, the notice shall provide instructions on accessing the ballot online and a telephone number to contact for assistance or to request a paper ballot. If done by mail, the ballot shall contain instructions on its return.

**2.3 Quorum.** The quorum to conduct the election of the Association shall be suspended so long as four Members cast a ballot in conducting the election.

## **ARTICLE III: BOARD MEETINGS & ELECTRONIC TRANSACTIONS**

**3.1 Method of Meeting & Quorum.** All meetings of the Board shall be via telephone conference and the quorum shall be a majority of the Board members that are not otherwise prevented from participating as a matter of law or medical condition.

**3.2 Notice to Owners.** If practicable, the Board shall provide a telephone conference number before a Board meeting to facilitate Members in hearing the conducting of business of the Board.

**3.3 Minutes.** The Board shall distribute the minutes of the meeting electronically to those Members that have requested such information if it is not otherwise available via other means.

**3.4 Electronic Transactions and Communications.** The Board, so long as such actions are approved by a majority of the Board, may conduct business, including execution of contracts, electronically even if such action is not unanimously adopted.

ARTICLE IV: HARDSHIP CLAIMS

**4.1 Enforcement.** The Association will be temporarily reducing its tours of the community and inspections as well as providing additional time to cure violations; provided, however, this shall not apply to any provisions related to health, such as trash and pet waste.

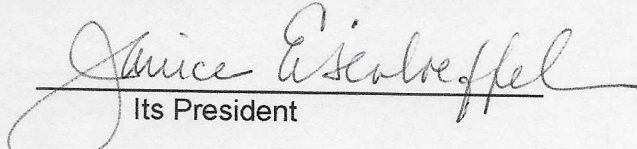
**4.2 Collections.** As the broad economic impact of this emergency is not yet know, the impact of non-payment to the Association could be severe. Accordingly, the Association will not be able to delay or postpone due dates for assessments. However, the Association will not levy late fees or interest charges (not to exceed \$200.00) so long as the Member can demonstrate that the emergency has directly impacted his or her ability to make timely payment of assessments. If a Member is aware of financial distress, such Member is strongly encouraged to reach out to the Board to discuss as soon as practicable.

CERTIFICATION

We, the undersigned, being the President and Secretary of the Board of Directors of Ridgeview Place Condominium Association, a Missouri nonprofit corporation, do hereby certify that the foregoing constitute a temporary amendment to the By-Laws of said Association, as duly adopted by the Board on the date written above.

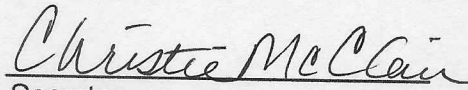
Ridgeview Place Condominium Association

By:

  
Its President

[No Seal]

Attest:

  
Secretary