

## ARTICLE 24

### Limited Common Elements

24.1 Existing Limited Common Elements: Any portion of any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lying partially within and partially outside a Unit which serves only such Unit shall constitute a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements shall constitute a part of the Common Elements. Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit but located outside of such Unit shall constitute Limited Common elements allocated exclusively to such Unit.

24.2 Additional Limited Common Elements: There may be additional Limited Common Elements appurtenant to Units in this Condominium, as reflected by the Plat, which shall include, but not be limited to, storage spaces which will be specifically designated and delineated. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned. Any allocation of Limited Common elements to a Unit or Units may not be altered without the consent of the Owner(s) of such Unit(s).

24.3 Maintenance of Limited Common Elements: Any expenses of maintenance, repair or replacement of Limited Common Expenses shall not be treated and paid for as a part of the Common Expenses of the Association but shall be assessed against the individual Unit Owner and Unit to which such Limited Common Elements are appurtenant or assigned. Exterior surfaces of patios and balconies shall be treated as Common Elements.

## ARTICLE 25

### Insurance

25.1 Purchase of Insurance: Commencing not later than the time of the first conveyance of a Unit to a person other than Declarant, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Property insurance on the Common Elements, insuring against all risks of direct physical loss commonly insured against, including loss or damage by fire, loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, and such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the Building and Improvements and other property constituting the Common Elements. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusively of land, excavations, foundations, and other items normally excluded from property policies. The actual cash value of the insured property shall be determined annually by the Executive Board.

(b) Liability insurance, including medical payments insurance, in an amount determined by the Executive Board, 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.

(c) Insurance on the Condominium Property and excavations, foundation and footings against loss or damage from explosion of boilers, heating apparatus, pressure vessels and pressure pipes installed in, on or about the Condominium Property, in such amounts as the Executive Board shall deem advisable.

(d) Such workmen's compensation insurance as may be necessary to comply with applicable laws.

(e) Employer's liability insurance in such amount as the Executive Board shall deem advisable.

(f) Such other insurance in such reasonable amounts as the Executive Board shall deem advisable.

If the insurance described above in this Section 25.1 is or becomes not reasonably available, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States Mail to all Unit Owners. The premiums for the above-described insurance and other expenses in connection with said insurance shall be paid by the Association as a Common Expense. All policies or insurance shall contain a loss payable clause substantially as follows: "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" and without specifically naming the holder or holders in such clause. Such policies shall be without contribution as respects other such policies of insurance carried individually by Unit Owners, and shall contain an endorsement to the effect that it cannot be terminated for non-payment of premium without at least ten (10) days prior written notice to the mortgagee of record of each Unit.

Each Unit Owner shall be responsible for maintaining his own insurance on the contents of his Unit and on any additions and improvements thereto, and shall be responsible for insurance on any personal property belonging to such Unit Owner but stored elsewhere on the Condominium Property.

25.2 Required Policy Provision: All insurance policies carried pursuant to this Article 25 shall provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;

(b) The insurer waives its rights to subrogation under the policy against any Unit or members of such Unit Owner's household;

(c) No act or omission by any Unit Owner, unless acting within the scope of such Unit Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(d) If at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

25.3 Mortgagees: Provision shall be made for the issuance of Mortgage endorsements and memoranda of insurance to mortgagees. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Unit Owners may obtain insurance coverage upon their personal property and for their personal liability and living expenses at their own expense.

25.4 Insurance Trustee; Shares of Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee which shall be designated by the Association and which shall be a bank or trust company in Missouri with trust powers. The Insurance Trustee shall not be liable for payment of premiums, the renewal or sufficiency of policies or the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees and to disburse any such funds pursuant to this Article 25.

25.5 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

(a) When the Damaged Property is to be Repaired or Restored: If the damaged property for which the insurance proceeds are paid is to be repaired or restored (as determined pursuant to Article 26 below), the insurance proceeds shall be disbursed first for the repair or restoration of the damaged property. Any insurance proceeds remaining after complete repair or restoration of such damaged property shall be distributed to the Unit Owners in proportion to their respective Allocated Interests; and any remittances to any Unit Owner with a mortgage or deed of trust securing his Unit shall be made payable jointly to such Unit Owner and his mortgagee. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such mortgagee. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

(b) When the Damaged Property is not to be Repaired or Restored: If it is determined pursuant to Article 26 that the damaged property or any portion thereof for which the insurance proceeds are paid shall not be reconstructed or repaired, the insurance proceeds received with respect to such property shall be distributed as follows: (i) 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; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of the Units not rebuilt and the Owners of the Unit to which such Limited Common Elements were allocated; and (iii) the remainder of the insurance proceeds, if any, shall be distributed to all the Unit Owners in proportion to their respective Allocated Interests. Any remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of any Unit and may be enforced by such Mortgagee.

(c) Certificate. In making distributions to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association, executed by its President and Secretary, as to the names of the Unit Owners and their respective mortgagees and the Unit Owners and their respective mortgages and the Unit Owners' respective shares of the distribution. In the event a mortgagee endorsement has been issued as to a Unit, the share of that Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

25.6. Association as Agent: The Association is hereby irrevocably appointed agent for each Unit Owner, for each holder of a mortgage or other lien upon a Unit, and for each owner of any other interest in the Condominium Property, with power to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

25.7. Unit Owner's Obligation: Each Unit Owner shall have the responsibility to purchase public liability insurance to protect himself against claims due to accidents within his Unit, and casualty insurance on the contents within said Unit.

## ARTICLE 26

### Reconstruction or Repair After Casualty

26.1. Determination to Reconstruct or Repair: If any part of the Condominium Property is damaged by casualty, the same shall be repaired or replaced promptly the the Association unless: (i) it is determined pursuant to the provisions of Article 17 that the Condominium shall be terminated, (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (iii) eighty percent (80%) of the Unit Owners, including every Owner of a Unit which will not be rebuilt, vote not to rebuild. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interest shall promptly prepare, execute and record an amendment to the Declaration reflecting such reallocations pursuant to Section 448.3-113, R.S.Mo. 1978, as amended.

The Insurance Trustee may rely upon a certificate of the Association executed by its President and Secretary in determining whether the damaged property is to be reconstructed or repaired.

26.2. Plans and Specificatons: Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Condominium Buildings or, if not, then in accordance with the plans and specifications approved by the Owners of not less than seventy-five percent (75%) of the Common Elements, including the Owners of all damaged Units whose approval shall not be unreasonably withheld.

26.3. Responsibility: If the damage is only to those portions of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be the Association's.

26.4. Estimate of Costs: Immediately after a determination is made to rebuild or repair damaged property for which the Association has the responsibility for reconstruction and repair pursuant to this Article 26, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

26.5. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to the Common Elements, in sufficient amounts to provide funds for the payment of such costs, such additional required funds constituting a Common Expense. Such assessments against Unit Owners for damage to Units shall be in proportion



to the cost of reconstruction and repair to their Units, and assessments on account of damage to Common Elements shall be in proportion to the Owner's share in the Common Elements.

26.6 Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of insurance proceeds held by the Insurance Trustee and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association. If the total assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair which is the responsibility of the Association exceed Five Thousand Dollars (\$5,000.00), the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order.

(i) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Twenty Five Thousand Dollars (\$25,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction funds, such funds shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Twenty-Five Thousand Dollars (\$25,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Executive Board and upon approval of an architect qualified to practice in Missouri employed by the Association to supervise the work.

(iii) Unit Owner. The portion of insurance proceeds attributable to damage to Units and Limited Common Elements which are not rebuilt shall be paid by the Insurance Trustee to the Unit Owner and if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be credited as Common Surplus in the manner provided in Section 15.3.

(v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, whether a disbursement is to be made from the construction fund or whether surplus funds to be distributed are less than the assessments paid Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, executed by its President and Secretary, as to any or all of such matters stating that the sums to be paid are due and properly payable, the name of the designated payee and the amount to be paid; provided that where a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner; and, further provided that when the Association or mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

#### ARTICLE 27

##### Parking

27.1 Assignment: A minimum of one (1) car parking space shall be permanently assigned to each Unit as a Limited Common Element described in Section 24.2 above. The initial assignment of the permanent parking space shall be made by the Declarant by an instrument in writing, an executed copy of which shall be delivered to the Association.

27.2 Appurtenance: Except when the instrument of conveyance provides otherwise, upon the conveyance or passing of title to a Unit to which a permanent parking space assignment has been made, the exclusive right to the use of the parking space(s) assigned to such Unit shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such unit.

27.3 Additional Parking Spaces: The Declarant shall have the right to assign additional parking spaces to Unit Owners, which shall be made by an instrument in writing, an executed copy of which shall be delivered to the Association. Transfer or assignment by Unit Owners of assigned additional parking spaces other than permanent parking spaces shall be effective only upon the registration and approval of the transfer or assignment by the Association.

27.4 Right to Assign: The Declarant shall have the exclusive right to make the initial assignment of all parking spaces.

#### ARTICLE 28

##### Amendments Required by Mortgagee

There shall automatically be incorporated as part of this Declaration and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or

hereafter may be required by any agency of the United States Government which holds a first mortgage encumbering a Unit or insures or guaranties to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supercede any conflicting matters contained in this Declaration or the By-Laws. Should the governmental agency require an amendment to this Declaration or the By-Laws, then said amendment may be made and filed by the Declarant or Association without regard to any other provisions herein contained regarding amendments, and without any requirement of securing the consent of any Unit Owner.

#### ARTICLE 29

##### Eminent Domain

In the event a Unit or any portion of a Unit, or the Common Elements or any portion of the Common Elements, is acquired by eminent domain, the provisions of the Act shall govern with respect to the distribution of the award made for compensation therefor.

#### ARTICLE 30

##### General Provisions

30.1 Binding Effect: All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall run perpetually unless terminated as provided herein and shall be binding upon all Unit Owners. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgages, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the By-Laws. Both the burdens imposed and the benefits provided shall run with each Unit and the interests in Common Elements as defined herein.

30.2 Invalidity: If any provisions of this Declaration, the By-Laws or the Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws, or the Act, and of the application of any such invalid provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

\* 30.3 Special Declarant Rights: If the Declarant holds Units for sale in the ordinary course of business, none of the following actions may be taken without the Declarant's written approval:

- (a) Assessment of the Declarant as a Unit Owner for capital improvements; and
- (b) Any action by the Association that would be detrimental to the Declarant's sale of Units.

30.4 Remedies: The remedies for violation provided by the Act shall be in full force and effect. In addition thereto, should the Association find it necessary to institute legal action to bring about compliance with the Act, this Declaration, the By-Laws or the Association's Rules and Regulations, upon a finding by the Court that the violation complained of occurred, the defendant Unit Owner shall reimburse the Association for reasonable attorneys' fees incurred by the Association in bringing such action.

30.5 Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

#### ARTICLE 31

##### Development Plan

31.1 Development: This Condominium will be composed of a maximum of thirteen (13) Buildings to be constructed under a common plan known as Warson Ridge Condominiums. The plan contemplates that each building and its subjacent land will comprise a numbered part of Warson Ridge Condominiums.

31.2 Common Elements: All of the lands comprising Warson Ridge Condominiums, together with the Improvements thereon, will constitute the Common Elements, title to which will be held by the Association, for the use and benefit of the Warson Ridge Condominium development.

31.3 Declarant Rights: The Declarant reserves the exclusive right to reduce or enlarge the area of the Common Elements, to alter its boundaries, to designate the site of each numbered part of the development, to locate, change and relocate the position or configuration of any proposed Building, to delineate parking areas, recreational areas, easements for ingress and egress, utilities, drainage and other services, paths, walkways and planting areas in the Common Elements and to relocate the same from time to time until completion of the development; and to submit additional Units and/or Buildings to the scope of this Declaration. Until the Declarant has completed the development and conveyed the Common Elements to the Association, the interest of the Owners in this Condominium shall be a contract right and not an interest in the land comprising the Common Elements, so that for all purposes the Declarant may deal with the land freely and without the consent or joinder of the Owners or Units in this Condominium or the Association including the making of dedications and mortgaging all or part of the area to secure construction loans and other financing. Declarant expressly reserves the right to cease or postpone construction of any of the Improvements shown on the Plat attached hereto as Exhibit B, and to withdraw the Property from the Condominium and the provisions of this Declaration.

31.4 Unit Boundaries: Declarant reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Declarant owns the Units so altered. No such change shall increase the number of Units nor materially alter the boundaries of the Common Elements without amendment of this Declaration. If more than one Unit is involved, the Declarant shall apportion between the Units the Allocated interests which are appurtenant to the Units concerned.

31.5 Amendment: The amendment of this Declaration reflecting such authorized alteration of plans by Declarant need be signed and acknowledged only by Declarant, and need not be approved by the Association, Unit Owners, lienors, mortgagees or any other party, whether or not their joinder is elsewhere required for other amendments. Notwithstanding the foregoing, as long as construction financing is payable by Declarant to Southwest Bank of St. Louis, no such amendment to this Declaration shall be made without the written approval of Southwest Bank of St. Louis.



31.6 Additional Rights of Declarant During Construction and Sale: Notwithstanding any provision contained in this Declaration to the contrary, and at all times and from time to time prior to Declarant conveying all Units in the Condominium, Declarant shall have the right and privilege (i) to erect and maintain advertising signs, sales tags and other sales devices and banners for the purpose of aiding the sale of Units in the Condominium Property, and (ii) to maintain any number of sales offices, display models, business offices, construction offices in the Units, garages, buildings or trailers of the Condominium Property or on the Condominium Property to facilitate the completion of construction of the Buildings and Improvements situated on the Condominium Property and the sale of Units thereof. The construction of the Buildings and the Improvements by Declarant shall not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself and its successors and assigns to conduct the activities enumerated in this paragraph until all Units of the Condominium Property have been completed and conveyed for residential purposes.

31.7 Time Limit for Exercise of Declarant Rights: Declarant may exercise any of Declarant's rights reserved under this Article 31 at any time and from time to time prior to December 31, 1986, except that Declarant's right to withdraw the Property from the Condominium shall expire after a Unit has been conveyed to an Owner other than the Declarant.

31.8 Applicable to Property: All Declarant's rights reserved under this Declaration, including, without limitation such Declarant's rights as are provided in this Article 31 and Article 32 below, shall apply with respect to the Property described on Exhibit "A" attached.

## ARTICLE 32

### Amendments

32.1 By Declarant: This Declaration may be amended by Declarant at any time and from time to time prior to December 31, 1996. In the event additional Buildings or Units or property is subjected to the scope of this Declaration, or in the event Units are withdrawn from the Condominium, the respective Allocated Interests of the Units shall be redetermined based on the new total number of Units in the manner described in Section 3.2 above. In addition, in the event additional Buildings, Improvements, property, or Units are subjected to the scope of this Declaration, the Plat shall be amended as necessary to comply with Section 448.2-109.6, Mo. 1978, as amended, and this Declaration shall be amended as required by Section 448.2-110, R.S. Mo. 1978, as amended. Acceptance of a deed from Declarant to any Unit in the Condominium Property shall constitute the consent of the Owner of such Unit, their successors and assigns, to any such amendment(s) to the Declaration made by the Declarant.

### 32.2 By Unit Owners:

(a) This Declaration may be amended by the Unit Owners at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of the votes representing seventy-five percent (75%) of the Units. The Executive Board may not act on behalf of the Association to amend the Declaration or to terminate the Condominium. Any such amendment to this Declaration, if made prior to the earlier of (i) the conveyance by Declarant of all Units in the Condominium as contemplated in the Plat, and (ii) December 31, 1996, shall be subject to Declarant's approval.

(b) All amendments to this Declaration shall be evidenced by a certificate executed as required by the Act and recorded in the office of the Recorder of Deeds of St. Louis County, Missouri; provided, however, that except as provided in Section 32.1 above and except as otherwise provided in this Declaration:

(i) No amendment shall change the configuration or the size or modify the appurtenances to such Unit, nor change the Allocated Interest of a Unit Owner unless the Owner and all record owners of liens on the Unit shall join in the execution of such amendment and unless all the record owners of all other Units approve the amendment; and

(ii) No amendment shall be passed which shall impair or prejudice the rights and priorities of any mortgagee or the Declarant.

(c) Notwithstanding anything seemingly to the contrary herein, the Declarant reserves the right to amend the Declaration and any Exhibits hereto so as to correct any errors or omissions not affecting the rights of Unit Owners, lienors or mortgagees. Such amendment need not be approved by the Association, Unit Owners, lienors, mortgagees or any other party whether or not their joinder is elsewhere required for other amendments.

32.3 Approvals: Any amendment adopted prior to the completion of the Condominium shall be subject to the review and approval of the Director of Planning of St. Louis County, Missouri. Further, any amendment adopted shall be subject to the prior approval of any agency of the United States Government which holds a first mortgage encumbering a Unit or insures or guarantees to the holder thereof the payment of the same.

32.4 To Plans:

(a) Declarant reserves the right to change the interior design and arrangements of all Units and to alter the boundaries between the Units so long as Declarant owns the Units so altered. No such change shall increase the number of Units nor materially alter the boundaries of the Common elements without amendment of this Declaration. If more than one Unit is involved, the Declarant shall apportion between the Units the shares of the Common Elements which are appurtenant to the Units concerned.

(b) The amendment of this Declaration reflecting such authorized alteration of plans by Declarant need be signed and acknowledged only by the Declarant, and need not be approved by the Association, Unit Owners, lienors, mortgagees or any other party, whether or not their joinder is elsewhere required for other amendments. Notwithstanding the foregoing, as long as construction financing is payable by Declarant to Southwest Bank of St. Louis, no such amendment to this Declaration shall be made without the written approval of Southwest Bank of St. Louis.

32.5 Boundary Adjustments: Upon application to the Association signed by the Owners of the Units affected, and approval of the Association with respect thereto, the boundaries between adjoining Units may be relocated. Unless the Executive Board determines within thirty (30) days of the date of receipt of such an application that the proposed reallocations are unreasonable, the Association shall, at the expense of the applying Unit Owners, prepare an amendment to this Declaration to be executed by the affected Unit Owners identifying the Units involved, stating the Allocated Interests of each Unit affected by such boundary relocation and containing appropriate words of

conveyance, and such amendment shall be recorded in the office of the Recorder of Deeds for St. Louis County, Missouri. Further, the Association shall, at the expense of the applying Unit Owners, cause to be prepared and recorded any Plat necessary to show the adjusted boundaries of the Units and their dimensions and identifying numbers.

32.6 Subdivision of Units: Notwithstanding any provision of the Act to the contrary, no Unit may be subdivided into two (2) or more Units.

32.7 Conformance with the Act: No amendment shall be made to this Declaration or the By-Laws which would cause the said documents to be in non-compliance with the minimum requirements of the Act.

IN WITNESS WHEREOF, Declarant, by its duly authorized officers, has executed this Declaration this 23<sup>rd</sup> day of December, 1986.

WARSON RIDGE, INC.

By Royce H. Jones  
Royce H. Jones, President

(SEAL)

ATTEST:

Phil A. Skene  
Secretary

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

On this 23<sup>rd</sup> day of December, 1986, before me appeared Royce H. Jones, to me personally known, who, being by me duly sworn, did say that he is the President of Warson Ridge, Inc., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Royce H. Jones acknowledged said instrument to be the free act and deed of said corporation.

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

Ronald R. Dinnegan  
Notary Public

Ronald R. Dinnegan - (Jefferson County)

My Commission Expires: May 22, 1988

CONSENT OF MORTGAGEE

The undersigned, Southwest Bank of St. Louis, being the holder of the existing Deed of Trust on the real property described on Exhibit "A" attached hereto, which is the subject matter of the foregoing Declaration of Condominium, said Deed of Trust being recorded at Book 7870, Page 473 of the County of St. Louis Records, hereby consents to the recording of said Declaration, and the submission of said parcel or tract of real

estate to the provisions of the Missouri Uniform Condominium Act, and agrees that its said Deed of Trust shall be subject to the provisions of said Act, and said Declaration and the Exhibits attached thereto.

SOUTHWEST BANK OF ST. LOUIS

By Stephen Marsh  
Title: Vice President  
Stephen D. Marsh

STATE OF MISSOURI )  
                          ) SS.  
County of St. Louis )

On this 23 day of December, 1986, before me appeared Stephen D. Marsh, to me personally known, who, being by me duly sworn, did say that he is Vice President of Southwest Bank of St. Louis, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Stephen D. Marsh acknowledged said instrument to be the free act and deed of said Southwest Bank of St. Louis.

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

Clarence S. Brown  
Notary Public

My Commission Expires:

CLARENCE S. BROWN  
NOTARY PUBLIC STATE OF MISSOURI  
MY COMMISSION EXPIRES ON \_\_\_\_\_  
1986 AT \_\_\_\_\_

EXHIBIT "A"

A tract of land in Section 25, Township 46 North, Range 5 East, St. Louis County, Missouri and being more particularly described as follows: Beginning at a point being the intersection of the Southwest line of Warson Garden as recorded in Plat Book 142, Page 91 in the St. Louis County Recorder's Office with the North right-of-way line of Warson Road, 40 feet wide, thence North 58 degrees 47 minutes West along said North right-of-way line of Warson Road, a distance of 454.09 feet to a point; thence North 48 degrees 55 minutes 27 seconds East leaving said right-of-way line, a distance of 374.64 feet to a point being the most Western corner of said Warson Garden; thence South 50 degrees 11 minutes 55 seconds East, along the Southwestern line of said Warson Garden, a distance of 343.22 feet to a point; thence South 31 degrees 13 minutes West, continuing along said line, a distance of 310 feet to the point of beginning.



EXHIBIT C  
WARSON RIDGE CONDOMINIUMS  
BUILDING B

Building Adress	Percentage
2323 A	.0416
B	.0416
C	.0416
D	.0416
2327 A	.0416
B	.0416
C	.0416
D	.0416
E	.0417
2331 A	.0417
B	.0417
C	.0417
D	.0417
E	.0417
2335 A	.0417
B	.0417
C	.0417
D	.0417
E	.0417
2339 A	.0417
B	.0417
C	.0417
D	.0417
E	.0417

EXHIBIT D

BY-LAWS

OF

WARSON RIDGE CONDOMINIUMS OWNERS ASSOCIATION

ARTICLE I

General

SECTION 1.01 Name. The name of the corporation shall be Warson Ridge Condominiums Owners Association ("Association").

SECTION 1.02. Principal Office. The principal office of the Association shall be at 11055 North Warson Road, St. Louis, Missouri 63114, or at such location as may be designated from time to time by the Executive Board. All books and records of the Association shall be kept at its principal office. All notices to the Association shall be mailed or delivered to its principal office.

SECTION 1.03. Definitions. The definitions of words and terms contained in the Declaration of Condominium of Warson Ridge Condominiums ("Declaration") shall apply to those words and terms as used in these By-Laws.

ARTICLE II

Directors

SECTION 2.01 Number and Term. The number of directors ("Directors") which shall constitute the Executive Board ("Board") shall not be less than three (3) nor more than five (5). The first Directors shall be appointed by the Declarant, and any Director appointed by Declarant need not be a Unit Owner. Declarant shall control the Board and the election of Directors for the period provided in the Declaration for Declarant control. All Directors elected by the Unit Owners, however, shall be Unit Owners. Within the limits above specified, the number of Directors shall be determined by the Declarant during the period provided in the Declaration for Declarant control, and thereafter by the Unit Owners (hereinafter "Members"). Each Director shall be elected to serve for a term of one (1) year, or until his successor shall be elected and shall qualify. The first Board shall have three (3) members.

SECTION 2.02 Vacancy and Replacement. If the office(s) of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for such purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office(s). Except during the period provided in the Declaration for Declarant control, successor Directors must be appointed from among the Unit Owners of the Condominium. Other than as set forth above or as otherwise provided herein, the Board may not act on behalf of the Association to elect members of the Board, or to determine the qualifications, powers, duties, or terms of office of Board members.

SECTION 2.03 Removal. Except during the period provided in the Declaration for Declarant control, the Members, by a two-thirds majority vote of all Members present and entitled to vote at any meeting of the Association at which a quorum is present, may remove any Director. No Director, other than any Director appointed by Declarant, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason. In the event any Director who is also a Unit Owner fails to pay any Assessment levied by the Board payable by such Director, whether regular or special Assessment, within thirty (30) days after its due date, he shall automatically be removed as a Director and the remaining Directors shall select a successor to serve the unexpired portion of the term of said removed Director.

SECTION 2.04 First Executive Board. The first Board appointed by the Declarant shall hold office and exercise all powers of the Board as provided in the Declaration, these By-Laws and the Act.

SECTION 2.05 Powers. The property and business of the Association shall be managed by the Board, which may exercise all powers not specifically prohibited by statute or the Declaration. The powers of the Board shall specifically include, but not be limited to, the powers set forth in the Declaration and the power to designate the Insurance Trustee pursuant to Article 24 of the Declaration.

SECTION 2.06 Compensation. Neither Directors nor officers shall receive compensation for their services as such.

SECTION 2.07 Meetings of the Board.

(a) The first meeting of each newly elected

Board shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board shall be held immediately after the adjournment of the annual meeting of the Members, provided a quorum shall then be present, or as soon thereafter as may be practicable.

(b) Special meetings of the Board shall be held whenever called by the President or a majority of the Board. The place of such special meeting may be within or without the State of Missouri as designated in the notice.

(c) Annual meetings of the Board may be held without notice at such times and places either within or without the State of Missouri as shall from time to time be fixed by resolution adopted by a majority of the full Board of Directors. Any business may be transacted at an annual meeting. Written notice of each Special Meeting of the Board, stating the place, day and hour of the meeting and the purpose or purposes thereof, shall be mailed to each Director at least three (3) days before the day on which the meeting is to be held, or shall be hand delivered at least two (2) days before the day on which the meeting is to be held. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with proper postage thereon addressed to the Director at his resident or usual place of business. The notice may be given by any officer having authority to call the meeting or by any Director. The Directors may waive notice of the calling of any meeting by a written waiver of notice signed by the Director(s) entitled to such notice.

(d) The presence of Directors entitled to cast at least fifty percent (50%) of the votes of the Board shall be necessary at all meetings of the Board to constitute a quorum for the transaction of business, and the act of the Directors pursuant to any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

(e) Any action required to be taken at a meeting of the Board or any other action which 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 shall be signed by all the Directors entitled to vote with respect to the subject matter of such action. Any such consent signed by all the Directors shall have the same effect as a unanimous vote and may be stated as such in any document describing the action taken by the Board of Directors.

SECTION 2.08 Order of Business. The order of business at all meetings of the Board shall be as follows:

- A. Roll call;
- B. Reading of Minutes of the last meeting;
- C. Consideration of correspondence and communications;
- D. Resignations and elections;
- E. Reports of officers and employees;
- F. Reports of Committees;
- G. Unfinished business;
- H. Original resolutions and new business; and
- I. Adjournment.

SECTION 2.09 Accounting Records. The Association shall maintain accounting records according to good accounting practices, which shall be open to inspection by Members or their authorized representatives at reasonable times, written summaries of which shall be supplied at least annually to Members or their authorized representatives. Such records shall include, but are not limited to, a record of all receipts and expenditures and an account for each Unit which shall designate the name and address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amounts paid upon the account and the balance due.

### ARTICLE III

#### Officers

SECTION 3.01 Executive Officers. The executive officers of the Association shall be President, Vice President, Treasurer, and Secretary, all of whom shall be elected annually by the Board. Any two of said offices may be held by one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one Vice President. Any officer appointed by the Declarant shall be required to exercise ordinary and reasonable care in the performance of his duties, but shall not be responsible as a fiduciary of the Unit Owners. Any officer of the Association may also be a member of the Board.

SECTION 3.02 Subordinate Officers. The Board may appoint such other officers and agents as it may deem necessary, who shall hold office at the pleasure of the Board and who shall have such authority and perform such duties as from time to time may be prescribed by the Board.

SECTION 3.03 Tenure of Officers: Removal. All officers and agents shall be subject to removal, with or without



cause, at any time by action of the Board, which may delegate such powers to any officers. In the event that any officer fails to pay any Assessment levied by the Board payable by such officer, whether regular or special Assessment, within thirty (30) days of its due date, said officer shall automatically be removed from office and the Board shall in such event appoint a successor.

SECTION 3.04 The President.

(a) The President shall be Chairman of, and shall preside at, all meetings of the Members and the Board, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The President may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association. The seal of the Association, when affixed, shall be attested by the signature of the Secretary.

(b) The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.

(c) The President shall submit a report of the operations of the Association for the fiscal year to the Board (whenever called for by the Board) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interest of the Association may require to be brought to their notice.

(d) The President shall be an ex-officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

SECTION 3.05 The Vice President. The Vice President shall be vested with all the powers to perform and be required to perform all the duties of the President in his absence, together with such other duties as may be prescribed or delegated by the Board or the President.

SECTION 3.06 The Secretary.

(a) The Secretary shall keep the minutes of meetings of the Members and of the Board in one or more books provided for that purpose.

(b) The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by law.

(c) The Secretary shall be custodian of the corporate records and of the seal of the Association.

(d) The Secretary shall keep a register of the post office address of each Member, which shall be furnished to the Secretary by each such Member.

(e) In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned or delegated to him by the President or by the Board.

#### SECTION 3.07 The Treasurer.

(a) The Treasurer shall keep full and accurate accounts of receipts and disbursements of the Association in books belonging to and kept for the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board.

(b) The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.

(c) The Treasurer may be required to give a bond in a sum satisfactory to the Board and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office. The Treasurer shall restore to the Association in case of his death, resignation or removal from office, all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

SECTION 3.08 Vacancies. If the office of the President, Vice President, Secretary, Treasurer or any other office established by the Executive Board, becomes vacant by reason of death, resignation, disqualification or otherwise, the Directors by majority vote of the Board may choose a successor or successors who shall hold such office for the unexpired portion of the term of the vacated office.

SECTION 3.09 Resignations. Any Director or officers may resign his office at any time, in writing, which resignation shall take effect from time of its receipt by the Association,

unless some later time is fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV

##### Indemnification

SECTION 4.01 The Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board and Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, Board, officers, committee members, or Declarant, on behalf of the Unit Owners, or arising out of their status as Directors, Board, officers, committee members, or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include without limitation indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director, officer, Board, committee member or Declarant may be involved by virtue of such person(s) being or having been such Director, officer, Board, committee member or Declarant.

SECTION 4.02 Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized by this Article IV.

SECTION 4.03 The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article IV; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, Board, officers, members of such committees or Declarant, or out of the aforesaid indemnity in favor of the Directors, Board, officers, members of such committees or Declarant, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage

interest of all the Unit Owners in the Common Elements. Every agreement made by the Directors, Board, officers, members of such committees or Declarant or by the managing agent on behalf of the Unit Owners shall provide that the Directors, Board, officers, members of such committees, Declarant or the managing agent, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except in their respective individual capacities as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article IV shall not be deemed exclusive of any other rights to which one seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a Declarant or a member of the Board, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, administrators, successors and assigns of such person or entity.

#### ARTICLE V

##### Membership

SECTION 5.01 Definition. Each Unit Owner (including a corporate owner) shall be a Member of the Association, and membership in the Association shall be limited to Unit Owners, including Declarant.

SECTION 5.02 Transfer of Membership and Ownership. Membership in the Association may be transferred only as an incident to the transfer of the transferor's Unit and his undivided interest in the Common Elements of the Condominium. Such transfer shall be subject to the provisions of the Declaration.

#### ARTICLE VI

##### Meetings of Membership

SECTION 6.01 Place. All meetings of the Association membership shall be held at such place as may be stated in the notice of the meeting.