

20
Notation
WOP

**AMENDED AND RESTATED DECLARATION
OF CONDOMINIUM OWNERSHIP
AND BY-LAWS FOR
SUNSET PARK CONDOMINIUMS**

This Amended and Restated Declaration is made this 6th day of OCTOBER 1998, by the approval of the Unit Owners and Mortgage Holders at the Sunset Park Condominium

WITNESSETH:

WHEREAS: Developer was the fee simple owner of that certain parcel of real property located in the County of St. Louis, State of Missouri, the legal description of which is set forth in Exhibit "A" attached to the original Condominium Declaration recorded in Book 7670 beginning at Page 1460 at the Recorder of Deeds Office in St. Louis County, Missouri and the Amendments thereto adding additional units.

WHEREAS: An additional parcel of property was added to the Common Elements by deed recorded in Book 10310, Page 2049 at the Recorder of Deeds Office in St. Louis County.

WHEREAS: The Unit Owners have by written consent of in excess of 67% of the Unit Owners voting by percentage of ownership adopted two separate Amendments to amend and republish the Condominium Declaration with one general Amendment which revises and amends provisions throughout the Declaration and By-Laws and a second Amendment that replaces Article Seven J with a new provision that further limits occupancy and which limits rental of units to no more than 25% of the units at any one time and,

WHEREAS: The Mortgage Holders of all the units were notified of the proposed changes and given an opportunity to object or consent to the Amendments and none of the Mortgage Holders sent in a notice objecting to the proposed Amendments and,

WHEREAS: The Amendments have received the approval of the Veterans Administration,

NOW THEREFORE, it is hereby declared as follows:

ARTICLE ONE: DEFINITIONS

- A. "Common elements", all portions of the property except the units;
- B. "Developer", the person, firm or corporation who establishes a Condominium through the recording of a Declaration, By-Laws and Plat. In the event the Developer transfers said property prior to completion of the construction program, the Developer shall include any transferee who acquires said property for purposes of completing the construction, as shown on the Plat or amended Plats;
- C. "Declaration", the instrument and amendments therefor by which the property is submitted to the provisions of the Uniform Condominium Act of the State of Missouri, as hereinafter provided, and the Declaration as from time to time amended;

D. "Majority" or "Majority of the unit owners", except when voting by equal votes as used in the Declaration and By-Laws, the owners of more than fifty percent in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of the undivided ownership of the common elements;

E. "Parcel", the lot or lots, tract or tracts of land, including additional tracts added by subsequent amendments described in the Declaration or amendments thereto submitted to the provisions of the Uniform Condominium Act of the State of Missouri.

F. "Person", a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;

G. "Plat", a plat or plats of survey or surveys together with amendments thereto of the parcel and of all units which are proposed for inclusion in the property or properties submitted to the provisions of Uniform Condominium Act of the State of Missouri, which plat or plats may consist of a three dimensional horizontal and vertical delineation of all such units;

H. "Property", all the land, property or properties and space comprising the parcels, all improvements and structures erected, constructed or contained therein or thereon, including, the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, now or hereafter submitted to the Declaration and provisions of the Uniform Condominium Act of the State of Missouri;

I. "Record", to record in the Office of the Recorder of Deeds of the county wherein the property is located;

J. "Unit", a part of the property as designated on the Plat including one or more rooms, occupying one or more floors or levels, or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way;

K. "Unit Owner", the person or persons whose estates or interests, individually or collectively, aggregate a fee simple ownership of a unit;

L. "Share", the interest of each unit owner in the aggregate in the interest of the undivided ownership of the common elements, the percentage interest attributed to each being set forth in Exhibit "C", attached hereto and incorporated herein by reference;

M. "Assessment", that portion of the cost of maintaining, managing, operating, repairing and replacing the property which is to be paid by each unit owner being that percentage interest in Exhibit "C" attributed to each unit owner;

N. "Common Expenses", the actual and estimated costs of:

1. Maintenance, management, operation, repair and replacement of the common elements; except that maintenance costs relating to the limited common elements, as hereinafter defined, shall not be considered a common expense; and

2. Maintenance, management, operation, repair and replacement of the property as to which, pursuant to other provisions hereof, it is the responsibility of the Board of Managers to maintain, manage, operate, repair and replace; and

3. Management and administration expenses of the property, including without limiting the same, compensation paid by the Board of Managers to a professional manager, accountants, attorneys and other employees; and

4. Any other items held by or in accordance with other provisions of the Declaration, By-Laws, Uniform Condominium Act of the State of Missouri, or any other Condominium documents to be a common expense or an expense properly paid by the Association or Board of Managers.

O. "By-Laws", the By-Laws of Sunset Park Condominiums Association, a Missouri not-for-profit corporation, a copy of which is set forth in Exhibit "B"; and

P. "Act", Uniform Condominium Act of the State of Missouri, Chapter 448, Revised Statutes of Missouri.

Q. "Limited Common Elements", that portion of the common elements so designated on the Plat or otherwise indicated as being reserved for the use of a certain unit to the exclusion of other units, and contiguous to or serving exclusively such unit as an inseparable appurtenance thereto, including, without limitation, the patios and balconies. The Board of Managers may from time to time designate other portions of the common elements as limited common elements.

R. "Parking Area", that portion of the common elements identified on the Plat for parking.

ARTICLE TWO: SUBMISSION OF PROPERTY TO THE ACT

The Developer, as the owner in fee simple of the property has submitted the property to the provisions of the Uniform Condominium Act of the State of Missouri. The Developer expressly intended, by recording the original Declaration to submit the parcel and property to the provisions of the Act.

ARTICLE THREE: UNITS

A. Identification of Units: All units in the building or buildings located in the property known as Sunset Park Condominiums shall be legally described by building number and unit letter shown on the initial Plat attached as Exhibit "D" and incorporated herein by this reference or as shown on any subsequent amended recorded plat. Each unit shall consist of the space enclosed and bounded by the exterior surfaces of the floors, ceilings, walls and doors of such units as shown on the Plat. The unit shall include all windows, window frames, doors, door frames, lock latches, drywall and all utilities serving the unit, whether such items are located outside of the area described in the Plat. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the Plat and as set forth in the Declaration, and every such description shall be deemed good and sufficient for the purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the unit owner's corresponding share of ownership on the common elements shall not be separated, nor shall any unit, by deed, plat, court decree or otherwise, be subdivided or in any other manner separated into smaller tracts or parcels other than the whole unit as shown on the Plat or on recorded amendments thereto. No unit owner shall, as to any units which has not been sold, by deed, plat or otherwise,

subdivided or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on the Plat.

B. Common Supports and Utilities: No unit owner shall own any pipes, wires, conduits, public utility lines, sanitary sewer lines or structural components running through his unit or serving more than his unit except to the extent of his interest in the common elements.

ARTICLE FOUR: COMMON ELEMENTS

A. Share of Common Elements and Expenses: Each unit owner's share of common expenses and each unit owner's share in the common elements is shown in Exhibit "C" attached hereto, and by this reference made a part hereof as though fully set forth herein. The percentage of a unit owner's share in the common expenses and share in the common elements shall be allocated on the basis of size (square feet) that a particular unit bears to the total square footage of the units then comprising the condominium such that if the total square footage of the units then comprising the condominium totaled 15,000 square feet and an individual unit owner's condominium contained 1,500 square feet, then that unit owner's proportionate share in the common elements and his proportionate share of the common expenses would be ten percent (10%). The percentage so assigned may be changed by the vote of all unit owners and all holders of mortgages on the units.

B. Use of Common Elements: Each unit owner shall have the right to use the common elements in common with all other unit owners, as may be required for the purposes of access, ingress and/or egress to and for the use, occupancy and enjoyment of the respective unit owned by such unit owner. Such right to use the common elements shall extend to each unit owner, the members of the immediate family of each unit owner, and the guests and other authorized visitors, occupants and lessees of each unit owner. Such right to use the common elements shall be subject to and governed by the provisions of the Act and this Declaration and the By-Laws herein and the rules and regulations of the Association hereinafter referred to. Each unit owner shall be deemed to have an easement in common with the other unit owners, in, upon, across, over, under, through and with respect to the common elements to the extent of such right to use the common elements.

C. Limited Common Elements: Each unit owner shall have the right to the exclusive use and possession of the limited common elements contiguous to or serving exclusively the unit of such owners in a manner consistent with and subject to the provisions of paragraph B of this Article, which right shall be appurtenant to and shall run with such unit, and shall not be separated from such unit.

ARTICLE FIVE: COVENANTS AGAINST PARTITION

As long as the property is subject to the provisions of the Act, the common elements shall, except as provided in Section 448.140 of the Act, remain undivided, and no unit owner shall bring any action for partition or division of the common elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind; provided further, that no unit shall be partitioned or subdivided between the co-owners thereof without the prior written approval of the holder of the first mortgage lien on that unit.

ARTICLE SIX: EASEMENTS

A. **Granting Easements:** The Board of Managers, as hereinafter provided, may hereafter grant easements for utility purposes for the benefit of the property, including, but not by way of limitation, the right to install, lay, maintain, repair and replace gas mains, water mains, sewer lines, pipes, wires, ducts, conduits, public utility lines, telephone lines, equipment, structural components or common elements in, upon, across, over, under, through and with respect to any portion of the common elements; and each unit owner hereby grants the Board of Managers and their successors in interest an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such unit owners such instruments as may be necessary to effectuate the foregoing.

B. **Cross Easements:** Easements are hereby declared and granted to install, lay, maintain, repair and replace any gas mains, water mains, sewer lines, pipes, wires, ducts, conduits, public utility lines, telephone lines, equipment, air conditioning and heating lines and equipment, structural components or common elements in, upon, across, over, under, or through the walls, floors or ceilings of the units, whether or not such walls lie in whole or in part within the unit boundaries. In connection with said easement, the Board of Managers and its agents shall be entitled to reasonable access to the units as may be required in connection with maintenance, management, operation, repair and replacement of or to anything set forth herein or any other equipment, facilities or fixtures affecting or servicing other units or the common elements. In addition, in the event that any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements as a result of the natural shifting, settlement, or movement of either the individual unit or the common elements, then and in that event, the Board of Managers and the respective unit owner agree to establish a valid easement regarding the use, care, maintenance and repair of the area subject to the encroachment as long as said encroachment exists.

C. **Binding Effect:** All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, trustee and other persons having an interest in the property or any part or portion thereof. Reference in the deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to this declaration or the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such respective successors and assigns, grantees and any owners, purchasers, mortgagees and trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE SEVEN: RESTRICTIONS

Except as otherwise expressly authorized by the Board of Managers, the use of each unit and all common elements are subject to the following restrictions which are perpetual and appurtenant to the units and common elements.

A. **Use of units:** No part of any unit shall be used for any purpose other than single family residential occupancy. Use of any unit must be in compliance with the ordinances and regulations of St. Louis County as to the use of units and occupancy thereof. Use of any unit must be in compliance with the Rules and Regulations adopted by the Board of Managers, as amended from time to time. The Rules and Regulations adopted by the Board of Managers shall pertain to the use of the units and shall include, but not be limited to the following subjects: maintenance, articles placed outside units, storage, parking,

conduct on the property, pets, trash, and trail or motor bikes, renters, fines, signs, unit window treatments, etc.

B. Obstructions: Except for storage spaces designated by the Board of Managers, there shall be no obstruction of any portion of the common elements nor any storage in the common elements without prior written consent of the Board of Managers. Except for laundry areas designated by the Board of Managers or as authorized by said Rules and Regulations, no clothes, laundry, window air conditioning unit, television antenna or other article shall be hung or exposed on or about any portion of the common elements or on or about the windows or exteriors of buildings.

C. Maintenance of units: Each unit owner shall maintain and keep his unit (including limited common elements) in good order and repair subject to the Declaration, By-Laws, Rules and Regulations of the Association, and shall do nothing which will prejudice the structural integrity or will increase the rate of insurance on the building in which the unit is situated or which would be in violation of law.

D. Signs: No signs shall be hung or displayed on the common elements, grounds, on the inside or outside of windows or on walls of any building except for signs authorized by said Rules and Regulations. No awnings, storm windows, screens, canopies, shutter or radio or television antenna shall be affixed to or placed upon an exterior wall or roof without written consent of the Board of Managers.

E. Animals: Except for as authorized by the Board of Managers, no animals, including dogs, cats, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the property. Any animal even though previously authorized by the Board which becomes a nuisance because of noise, smell, viciousness or other reason shall be removed at direction of the Board of Managers. There shall be no structure for any such animals outside the unit at any time. Fish maintained in the household aquarium shall not be deemed to be "animals" as defined herein. Two pets including either two dogs, two cats or one dog and one cat are authorized to be located in a unit so long as they meet any weight and breed restrictions imposed by Rules and Regulations of the Board, and so long as they are registered, if registration is required by the Board.

F. Nuisances: No noxious, offensive activity or nuisance shall be carried on in any unit or in the common elements nor shall anything be done which will become an annoyance or a nuisance to the unit owners or occupants.

G. Business use: No business trade, or occupation of any kind shall be conducted, maintained or permitted on any part of the property. Nothing contained herein shall prevent any unit owner from conducting work within his unit as a home office as long as the unit does not constitute that person's public place of business, and no employees, customers or stock are located at the unit (or the unit's garage) or regularly come to the unit.

H. Trash: Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner and as prescribed from time to time in Rules and Regulations.

I. Peace Disturbance: No unit owners shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such a manner as to cause, in the judgment of the Board an unreasonable disturbance to others, or connect any machines, appliances,

accessories or equipment to the heating or air conditioning system or plumbing system, without prior written consent of the Association, by its Board of Managers.

J. **Unit Occupancy:** The Board of Managers shall have the right to regulate the occupancy of the units, which shall be limited to single family residential occupancy.

1. **Definition of Single Family.** A single family shall be defined as a group of individuals keeping a single household together encompassing the entire unit and shall not include individuals living in separate areas of a unit, where any part of a unit has been partitioned off or in any way subdivided to prevent all the residents from accessing the entire unit. No one shall set up separate cooking areas for different individuals. No basement or part of any basement that is accessible only from the common hallway and not accessible directly from the unit shall be used for any purposes other than storage. Such areas shall not be used for recreation rooms, bedrooms, or the purposes not related to storage.

2. **Limitation on number of residents in each unit.** The total number of residents residing in each unit shall be limited depending on the size of the unit as follows:

a. One bedroom garden units shall have no more than two (2) persons residing in a unit.

b. Two bedroom garden units shall have no more than four (4) persons residing in a unit.

c. Townhome units shall have no more than four (4) persons residing in the unit.

d. For purposes of this occupancy limitation, anyone who visits a unit for over one (1) month at a time, or spends more than thirty (30) nights in any unit during a year, shall be considered a resident for the purposes of this Section. Any baby under two (2) years of age shall not be counted in the residency total.

3. **Rentals.** No more than 25 percent of the units may be rented at any time except for hardship cases set forth below in Section 3 (d). Prior to renting a unit, the unit owner shall get authorization from the Association to rent their unit. If there is no waiting list, application may be oral, but must be confirmed by written authorization of the Board which shall be good for ninety (90) days from the date issued. If there is a waiting list, the procedures set forth in 3 (a) below must be followed.

a. **Priority of rentals/waiting list.** In the event that 25 percent of the units are rented, any unit owner wishing to rent a unit shall make written application to the Board and on the date such application is received, the unit owner shall be put on a waiting list and shall be entitled to rent the unit at the time all other prior pending applications for rental have had an opportunity to rent their units under the provisions of Section 3 (g) below. During the period that the application is pending, the unit can be occupied by current tenants or owners, but the unit must be vacant at the time the applicant's turn to rent the unit comes. No application may be filed until the owner or prior tenant physically vacates the unit or ninety (90) days prior to the final termination date of occupancy by current resident(s) whether those residents are tenants or unit owners. The Board may request and receive documentation to verify the termination date of occupancy.

b. Rental agreement requirement and limitations on rentals. Once a unit has been approved for rental, the unit owner shall have ninety (90) days from the date of such approval to return a signed rental agreement which specifically includes terms requiring tenant compliance with all provisions of the Condominium Declaration, By-Laws, and Rules and Regulations of the Association and which specifically allows the Association to act as the unit owner's agent to terminate the rental agreement for violation of such provisions. Until such executed rental agreement is returned to the Association, no new tenants may move into the unit. If no such rental agreement is received within such ninety (90) day time period after the Association has approved the unit for rental, the unit owner's right to rent the unit shall be surrendered and the unit shall be placed back at the end of the rental waiting list.

c. Renewals of rental by the same tenant. If a tenant who is already occupying a unit renews the rental agreement, the unit shall not be subject to the renewal list procedures and the unit can be rented to an existing tenant until such time as no tenant who was included on the original rental application and/or agreement is occupying the unit. At such time, subsequent roommates of an original tenant shall not have the right to reoccupy the unit if they were not on the original rental agreement and must vacate the premises when the last original tenant moves out of the unit. In order to comply with this Section, an original tenant must be physically present and residing in the unit and responsible for unit utilities and upkeep. Even if an original tenant signed the renewal agreement, if that tenant is not identified on all utility bills, including telephone bills, or is not physically present, the rental agreement shall be immediately subject to termination by the Board. In determining whether such an original tenant meets these requirements, the Board can require production of telephone bills, utility bills, voter's registration, vehicle registration, and may rely on testimony of neighbors.

d. Hardship provision. The Board shall have the right to grant Hardship Rentals for up to 5 percent of the units in the complex. Hardship rentals shall be defined to be a situation where the unit owner has compelling circumstances that may require the unit owner to temporarily leave the unit because of health, employment, family, or other reasons with a firm intention to return to occupy the unit within two (2) years from the end of the unit owner's prior occupancy. No tenant allowed to rent under the hardship provision shall occupy the unit for a longer period of time than the two (2) years and must move out at the end of the two (2) year period unless there is no one else on the rental waiting list at such time. At such time, if there is no one on the waiting list, the tenancy shall be converted to a regular tenancy regardless of whether the unit owner is moving back into the unit or not. At such time the unit owners must apply for tenancy under the regular procedure. All hardships shall be granted by the sole discretion of the Board. The Board shall have no liability for turning down any hardship application. The inability to sell a unit shall not be considered as grounds for a hardship occupancy under this provision.

e. Remedies: If any unit owner or tenant fails to follow rental procedures and requirements, the Board shall have the right to take any one or more than one of the actions authorized below as well as other actions and remedies set forth in the Declaration.

- i. termination of the tenancy by legal action.
- ii. issuance of fines under the Association's fine policy, with a new fine being issued every thirty (30) days a violation continues.
- iii. suspension of resident's parking privileges or other privileges.
- iv. suit for injunction and/or damages.

f. Term Limitations: No initial rental agreement shall be for a period of less than one (1) year. The unit may not be used for hotel or temporary housing for anyone including staff, trainees, customers, and clients.

K. Parking. Each unit owner, or the members of the immediate family of said unit owner, and other persons on the premises under the valid authority of the unit owner, shall have the right, for the purpose of access, to make use of the parking area situated on the property. Parking spaces in the parking areas shall be assigned by the Board of Managers to unit owners for the purpose of parking automobiles or other authorized passenger vehicles owned by the said unit owners. Any large or commercial vehicle (i.e., trucks over one ton, boats, buses, RV's, large trailers, or which have commercial lettering on the side) or vehicles which are a nuisance or eyesore (due to rust, body damage, flat tire, being nonoperable, having no current license or due to other causes) may not be parked on the common elements without prior written approval of the Board. The Board of Managers may at any time make assignment of parking spaces for the use of particular units by number, letter or other marking and Board of Mangers may designate "visitor parking", "handicap parking", and "no parking" areas and shall have the right to enforce all driving and parking rules, by towing offending vehicles as well as other means authorized under this Declaration, including fines. Numbered spaces shall be reserved to the unit identified on a list maintained by the Board. Parking rights are revoked during any period where a unit owner is over 30 days late with any condominium fees and vehicles in such spaces are subject to towing.

L. No Structures. No unit owner shall erect, maintain or use any structure including but not limited to fences, storage sheds, non-portable play or sport equipment, or animal shelters, stakes, or runs on any part of the limited common elements without prior written approval of the Board of Managers.

M. Garages. Garages are assigned to the Units that paid for the right to use such garages. The Board shall set yearly special assessments for units having the use of the garages, to pay for the maintenance and repair of garages (including reserves). Such assessments shall be set aside and used for no other purposes. A unit which has been assigned a garage, may further permanently assign such garage to another unit by a recorded assignment, or rent a garage to another unit for a period not to exceed a one year term (which may be renewed without necessity of a recorded document).

ARTICLE EIGHT: COMMON EXPENSES

Each unit owner shall pay his proportionate share of the common expenses, and each unit owner shall make payment of his proportionate share of the common expenses in such amount and at such times as determined in the manner provided in the By-Laws. If any unit owner shall fail or refuse to make such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such owner as provided in the Act. The Association shall upon written request notify each holder, insurer or guarantor of a first mortgage on a unit of any delinquency in the payment of common expenses owned by an owner where such delinquency has continued for a period sixty (60) days.

ARTICLE NINE: ASSOCIATION OF UNIT OWNERS

A. Corporate Status. There has been formed prior to the recording hereof, a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Missouri, having the name Sunset Park Condominium Association, which corporation shall be the governing Association for all of

the unit owners for maintenance, management, operation, repairs and replacement of the property as provided in the Act, Declaration and By-Laws. The Corporate Board of Directors shall be deemed to be the "Board of Managers" for the unit owners referred to in the Declaration, By-Laws and in the Act. If for any reason the corporate charter is allowed to lapse or is revoked, the Association shall survive as an unincorporated Association.

B. Association Funds. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the unit owners in accordance with the provisions of the Declaration and By-Laws. No funds received and held by the Association shall be handled in any manner by anyone other than appropriately bonded member of the Board of Managers and their designated Manager, Managing Agent or Employees.

C. Automatic Transfer of Membership: Each unit owner shall be a member of the Association so long as he shall be a unit owner, and such membership shall be non-transferable and shall automatically terminate when he ceases to have interest as a unit owner, and upon the transfer of part or all of his ownership interest, the person succeeding such ownership interest shall automatically succeed to such corresponding membership in the Association.

D. Voting. The Association may but shall not be required to issue certificates evidencing membership in the Association. Except for voted on amendments to the Condominium Declaration and By-Laws, or other matters upon which the statutes, Declaration and By-Laws require that a vote be by percentages of ownership, all votes, including election of Board members, shall be made on the basis of one vote equally weighted vote per unit.

If there is more than one owner of a unit, a majority of owners of that unit can designate any co-owner as designated voting member. If a unit is owned equally by co-owners who cannot agree on who will be the voting member, the vote of the unit shall be counted as an abstention.

If any unit owner votes on behalf of a unit and no immediate protest is made by another co-owner, that co-owner shall be deemed to be the voting member for purposes of such vote.

E. Disputes: In the event of any dispute or disagreement between any unit owners, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board of Managers shall be final.

F. Liability Limitation. Notwithstanding the duty of the Association to maintain, manage, operate, repair and replace parts of the property, the Association shall not be liable for any act, omission, injury or damage to any unit owner or those residing on the premises under authority of the unit owner, except that which is due to the willful action or gross negligence of the Association.

ARTICLE TEN: MORTGAGE OF UNIT OWNERSHIP

Each unit owner shall have the right to make a separate mortgage or encumbrance on his respective unit together with his respective share of ownership in the common elements. No unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the property or any part thereof, except only to the extent of his unit and his respective share of ownership in the common elements.

ARTICLE ELEVEN: SEPARATE REAL ESTATE TAXES

The real estate taxes of each unit are to be separately paid by each unit owner as provided in the Act. If, for any reason, the tax bills are not separately issued by the taxing authorities, then each unit owner shall pay his prorata share of the taxes in accordance with the respective share of ownership in the common elements. The Association shall have the right to estimate the annual real estate taxes and require each unit owner not escrowing real estate tax payments with a mortgagee to escrow one-twelfth (1/12) of said estimated real estate tax bill for such unit with the Association each month and the Association will then make the payment of said taxes.

ARTICLE TWELVE: UTILITIES

Each unit owner shall pay for his own telephone, electricity, gas and other utilities which are separately metered or billed at his unit by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses. The Board may institute separate metering of such utilities at its discretion.

ARTICLE THIRTEEN: INSURANCE

A. Casualty Insurance: The Board of Managers shall have the authority to and shall obtain insurance insuring the common elements and the units against loss or damage against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductible, shall be not 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, exclusive of land, excavations, foundations, and other items normally excluded from property policies.

The Board of Managers shall also have the authority to and shall obtain liability insurance, including medical payments insurance, in an amount as may be deemed desirable by the 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. In the case of buildings containing units having horizontal boundaries, the insurance maintained under this paragraph, to the extent reasonably available, shall include the units, but need not include improvements and betterments installed by unit owners. In the event that the insurance described above is not reasonably available, the Board of Managers shall promptly cause notice of that fact to be hand delivered or sent prepaid by United States mail to all unit owners. The Board of Managers may carry any other insurance it deems appropriate to protect the Condominium Association, the Board of Managers, or the unit owners.

Insurance policies carried pursuant to the above shall provide that:

1. 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;
2. The insurer waives its rights to subrogation under the policy against any unit owner or members of his household;
3. No act or omission by any unit owner, unless acting within the scope of his authority on behalf of the Condominium Association, will void the policy or be a condition to recovery under the policy; and
4. If, at the time of a loss under the policy there is other insurance in the name of a unit owner covering the risks covered by the policy, the Condominium Association's policy provides primary insurance.

Any loss covered by the property policy provided above shall be adjusted with the Condominium Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Condominium Association, and not to any mortgagee or beneficiary under a deed of trust. The insurance trustee or the Condominium Association shall hold any insurance proceeds in trust for unit owners and lien holders as their interests may appear, subject to the provisions of the following paragraph under this Section A, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and unit 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 property has been completely repaired or restored, or the Condominium is terminated.

Any portion of the Condominium for which insurance is required under this Section which is damaged or destroyed, shall be repaired or replaced promptly by the Condominium Association unless (1) the Condominium is terminated, (2) repair or replacement would be illegal under any state or local safety statute or ordinance, or (3) eighty percent (80%) of the unit owners, including every owner of a unit or assigned limited common element which will not be rebuilt, vote not to rebuild. The cost of repair or replacement of common elements in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, (1), 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, (2) the insurance proceeds attributable to units and the limited common elements which are not rebuilt shall be distributed to the owners of those units and the owners of the units to which those limited common elements were allocated and to the lien holders as their interests may appear, and the remainder of the proceeds shall be distributed to all the unit owners or lien holders, as their interest may appear, in proportion to the common element interests of all units. If the unit owners vote not to rebuild any unit, that unit's allocated interests are automatically reallocated upon the vote as if the unit had been condemned under the provisions of the Uniform Condominium Act, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

An insurance policy issued to the Condominium Association does not prevent a unit owner from obtaining insurance for his own benefit.

The Board of Managers shall require an insurer that has issued an insurance policy under this Article of the Declaration to issue certificates or memoranda of insurance to the Association and, upon written request, to any unit owner, mortgagee or beneficiary under a deed of trust. The policy shall provide that no insurer issuing the policy may cancel or refuse to renew until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Condominium Association, each unit owner and each mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

Any surplus funds of the Condominium Association remaining after payment of or provision for common expenses and any prepayment of reserves shall be paid to the unit owners in proportion to their common expense liability or credited to them to reduce their future common expense assessments.

B. Worker's Compensation and Liability Insurance: The Board of Managers shall also have the authority to and shall obtain Worker's Compensation insurance other insurance as it may deem desirable, insuring each unit owner and the Association, Board of Managers, manager and professional managing agent from liability in connection with the common elements, and the premiums for such insurance shall be a common expense.

C. **Unit Owner Insurance:** Each unit owner shall be responsible for his own insurance on the contents of his own unit, and all additions, improvements, decorating and furnishing thereto made by said unit owner and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common elements as above provided.

ARTICLE FOURTEEN: MAINTENANCE, REPAIRS AND REPLACEMENTS

A. **Unit Owner Responsibility:** Each unit owner shall furnish and be responsible for, at their own expense, all of the maintenance, repairs and replacements within their own unit including, but not limited to, air conditioning, interior walls, floors, ceilings (including the drywall), doors, windows, window screens, refrigerators, ranges and other kitchen appliances, plumbing fixtures, and such maintenance, repairs and replacements as may be required for the functioning of the plumbing fixtures and for the bringing of water, gas or electricity to or through the unit through pipes and wires exclusively serving that unit, shall be paid for by the unit owner. Repairs to pipes and wires serving more than one unit shall be furnished by the Association as part of the common expense. If any repair or improvements involves removal or disturbance of a portion of the common elements or of another unit, the Association shall have the power to make a special assessment against the unit owner for any of its repairs or replacements of utilities serving only one unit, but the Association shall pay for repairs or replacements of common element utilities that serve more than one unit. The Association may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by building personnel as a common expense, or by special assessment against the unit owner. Each unit owner, at their own expense, shall further be responsible for all of the maintenance and repairs of the limited common elements associated with their unit including exclusive decks, balconies, patios and porches. Painting, staining and repair of decks, balconies, patios and porches must match existing color, design and dimensions unless the modification has been pre-approved by the Board. The Board shall have the right to require maintenance if an owner fails to properly maintain exterior limited common elements.

B. **Damage Caused by Residents.** If, due to the action of household pet, or any other intentional or negligent act or omission of a unit owner, or of a member of his family or of a guest or other authorized visitor, or occupant or lessee of such unit owner, damage shall be caused to the common elements or to unit or units owned by others, or if maintenance, repairs or replacements shall be thereby required which would otherwise be a common expense, then such unit owner shall pay for such damage determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the Rules and Regulations adopted by the Board of Managers.

C. **Board Access to Units:** To the extent that equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements, then the use thereof by the individual unit owners shall be subject to the Rules and Regulations adopted by the Board of Managers. The authorized representatives of the Association or Board of Managers, or of the professional managing agent for the building, shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs or replacements of or to the common elements or any equipment, lines, conduits, facilities or fixtures affecting or serving other units or the common elements.

D. Exterior Painting. The Board shall be responsible for painting the outside of the exterior doors and window frames and trim of units which were originally designed to be painted as a common expense.

ARTICLE FIFTEEN: ALTERATIONS, ADDITIONS AND IMPROVEMENTS

A. Unit Maintenance by Owner: Each unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, window screens, curtains, lamps and other furnishings and interior decorating. The maintenance responsibilities in this Article shall be subject to the Rules and Regulations adopted by the Board of Managers. All interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective unit owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the property shall be subject to the Rules and Regulations adopted by the Board of Managers.

B. Repairs Due to Board Maintenance: Decoration of the common elements and any redecoration of units to the extent made necessary by any damage to existing decoration of such units caused by maintenance, repair or replacement work on the common elements by the Association, shall be furnished by the Association as part of the common expenses.

C. Alterations. No alterations of any common elements or any additions or improvements thereto, shall be made by any unit owner without prior written approval of the Board of Managers. Any alteration placed without prior written consent of the Board is subject to removal at the unit owner's expense, as well as other remedies set forth herein.

ARTICLE SIXTEEN: DAMAGE, DESTRUCTION AND RECONSTRUCTION

A. Insufficient Insurance: In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building within one hundred and eighty (180) days from the date of damage or destruction, the Board if Managers may record a notice setting forth such facts and upon the recording of such notice:

1. The property shall be deemed to owned in common by the unit owners;
2. The undivided interest in the property owned in common which shall appertain to each unit owner shall be the share of undivided ownership previously owned by such owner in the common elements;
3. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and
4. The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each unit owner in the property, after first making payments for all liens on the undivided interest in the property owned by each unit owner.

B. Reconstruction: In case of fire or any other disaster the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction of the buildings, as used in this and the next paragraph, infra, means restoring the building to substantially the same condition in which it existed prior to the fire or to other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

C. Alterative Reconstruction: Any reconstruction or repair must be substantially in accordance with the Plat or Plats for the original building at the time this Declaration is recorded, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Managers and if the damaged property is a building, by the unit owners of all damaged units therein, which approvals shall not be unreasonably withheld.

D. Unit Owner Repair: Within discretion of the Board, if the damage is to those parts of one 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 of reconstruction and repair after casualty shall be that of the Association.

E. Estimates Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

F. Special Assessments of Owners Sustaining Damage: 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 and 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 common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be computed by taking the cost to repair the respective unit as a basis in relation to the cost of reconstruction and repair of the property as a whole.

G. Rules for Reconstruction: The Board of Managers shall adopt rules and regulations for the assessments, collection of assessments and collection of insurance funds and for the payment or disbursement of the same.

H. Foreclosure. Each holder of a first mortgage lien on a unit used to acquire the unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit that accrue prior to the time such holder comes into possession of the unit, provided that such holder's Deed of Trust was properly recorded prior to the date of the delinquency with respect to such assessments and provided further that such holder's Deed of Trust contains a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder.

I. Government Regulation: If any agency, branch or official of any governmental entity whether federal, state or municipal, shall commence an action in eminent domain, condemnation, or otherwise take all or a portion of the property and/or common elements, then, and in that event, the Association shall have a power of attorney to take whatever action, legal or otherwise, deemed reasonably necessary and in the best interest of the unit

owners and the holders of first mortgages on the condominium property. Any funds awarded as a result of any eminent domain proceeding or as a result of any governmental taking of all or a portion of the property and common elements, shall be held by the Association as trustee for the use and benefit of the members of the Association. Furthermore, the holders of the first mortgage on the condominium property shall be given written notice in advance by the Association of any formal condemnation or eminent domain proceeding. Any restoration or repair after a partial condemnation shall be substantially in accordance with original plans and specifications unless the approval of the eligible holders of first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such holders are allocated, is obtained.

**ARTICLE SEVENTEEN: REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS**

A. **Violations.** The violation of any restriction or condition or regulation adopted by the Board of Managers or the Breach of any covenant or provisions in the By-Laws or as herein contained, shall give the Board of Managers the right, in addition to the rights set forth in the next succeeding paragraph, or in the Missouri Condominium Act Chapter 448.RSMo, to take any of the following actions singly or in combination:

1. Enter upon the property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board of Managers, or its agents, shall not thereby be deemed guilty in any manner of trespass, or

2. Enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach, and to recover reasonable attorney's fees and costs of such action.

B. **Termination of a Unit Ownership:** If any unit owner (either by his own conduct or by the conduct of any other guest and authorized visitors, occupants and lessees of each unit owner) shall violate any of the covenants or restrictions or provisions of this Declaration, By-Laws or the Rules and Regulations adopted by the Board of Managers, and such violation shall continue for thirty (30) days after notice thereof in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board of Managers, then the Board of Managers shall have the power by action or a majority of its members to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of said defaulting unit owner to continue as a unit owner and to continue to use, occupy or control his unit and thereupon after giving such ten (10) day notice commence an action inequity by the Board of Managers against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupant, subject to the prior written consent of any mortgagee having a security interest in the unit ownership of the defaulting unit owner.

C. **Liens and Attorney's Fees.** All expenses of the Association in connection with any court actions or proceedings, including court costs, reasonable attorney's fees, collection costs, and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve percent (12%) per annum until paid, shall be charged to and assessed against such defaulting unit owner as part of his respective share of the common expenses. The Association shall have a lien for all of the expenses in this subparagraph, in addition to other liens provided in the Declaration and Act, upon the unit and share

of ownership in the common elements of such defaulting unit owner and upon all of his alterations, additions and improvements thereto and upon all of his personal property in his unit or located elsewhere on the property.

D. Judicial Sale of Unit: The proceeds of any such judicial sale shall first be paid to discharge the expenses in paragraph C of Article Seventeen and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds after satisfaction of such charges, unpaid assessments, liens, mortgages or deeds of trust shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of execution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, and the purchaser shall become a unit owner in the place and stead of the defaulting unit owner.

ARTICLE EIGHTEEN: AUTHORITY OF THE DEVELOPER

Developer has turned over control without recorded reservation prior to the adoption of the Declaration Amendment and restatement of the Declaration.

ARTICLE NINETEEN: AMENDMENTS

A. General Amendments: The provisions of this Declaration may be amended from time to time only by vote or agreement of unit owners of units to which at least sixty-seven percent (67%) of the votes of the Association are allocated; provided however, that if the Act, Declaration or By-Laws shall require a greater percentage of consent or agreement of the unit owners or of lien holders for any action specified in the Act, Declaration or By-Laws, then any amendment or amendments with respect to such action shall require such percentage. Furthermore, no material amendment to the Declaration shall be valid unless prior written approval is secured from the Veterans Administration or the condominium may lose its V.A. Qualifications. No amendment shall be valid or effective until such amendment is duly recorded in the Office of the Recorder of Deeds in St. Louis County, provided, however, that this Declaration and By-Laws shall at all times contain the minimum requirements imposed by the Act.

B. Amendment of Percentage of Ownership: No amendment shall increase or decrease any unit owner's interest in his unit nor the share in the common elements appurtenant to it, nor increase the unit owner's share of the common expenses, unless the record owner of the units concerned and all record owners of mortgages thereon shall join in the execution of the amendment.

ARTICLE TWENTY: GENERAL PROVISIONS

A. Captions: The captions of the various Articles are for purposes of reference only, and are not deemed to have any substantive effect.

B. Eligible Mortgage Holders: Upon written request to the Board of Managers the holder of any recorded mortgage or deed of trust against any unit shall thereafter be given copies of any and all notices permitted or required by this Declaration to be given to the unit owner, or owners, whose unit ownership is subject to such mortgage or deed of trust.

C. Notices. Notices required to be given to the Board of Managers may be delivered to member of the Board of Managers either personally or by certified mail, postage fully prepaid, addressed to such member at unit, return receipt requested, or to an address designated by the Board for receiving notices.

D. Covenants Run with Land: Each grantee of Developer, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be permanent and perpetual covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall inure to the benefit of such unit owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

E. No Waiver of Abandonment: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur.

F. Severability of Provisions: The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of the Declaration.

G. Liberal Construction: The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development and operation of a first class Condominium development. The personal pronouns shall be construed to apply to masculine, feminine, neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule Against Perpetuities and is not subject to Section 448.210 of the Act, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri Law or for the life or lives in being plus twenty one years. If any provision is deemed to be invalid then the elimination of such provision shall not affect the remaining provisions.

H. Bonds. Any unit owner who shall become a member of and serve on the Board of Managers shall qualify to be bonded if he has authority to sign checks or otherwise directly handle funds. The Board of Managers shall procure a blanket fidelity bond on such individuals individually or collectively for the benefit of all unit owners in the sum of at least Fifty Thousand Dollars (\$50,000.00). The cost of premiums for such blanket bond shall be paid out of the general funds of this Condominium as a general charge and shall not be borne by the individual member of the Board of Managers.

I. Lease Subject to Rental Restrictions. Any unit owner shall have the right, at any time, to execute a lease with respect to the unit and any lease agreement concerning the owner's unit must be in writing. All leases must be for a period of at least one year. Furthermore, any such lease agreement shall be made expressly subject to all of the provisions of this Declaration and the provisions of the By-Laws of the Association. The lease agreement shall expressly state that any failure by the Lessee to comply with the terms of the aforesaid documents shall constitute a default under the lease. A unit owner may not lease his unit for an initial term of less than 12 months.

J. Ordinance Compliance: All conditions required by ordinance with respect to the condominium have been complied with.

3/17/2014 11:34 AM

**ARTICLE TWENTY-ONE: BOARD OF MANAGERS MAY ACT
FOR OWNERS – ACTIONS – SERVICE OF PROCESS**

A. **Board to Act as Trustees:** Whenever in the Uniform Condominium Act of the State of Missouri or in this Declaration, the Board of Managers or the members thereof are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the property, or to acquire any lien thereon, or to acquire or receive the proceeds of any policy of insurance or other monies, goods or chattels, with respect to the property, such actions shall be carried out in the names of the members of the Board of Managers and their successors in office from time to time, as Trustees, on behalf of some or all of the unit owners, as the case may be.

B. **Suits:** Without limiting the rights of any unit owner, actions may be brought in the name of the Association or the names of the members of the Board of Managers on behalf of two or more of the unit owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one unit. Service of process on two or more unit owners in any action relating to the common elements of more than one unit may be made on any member of the Board of Managers. No provision in this Declaration or in the By-Laws of the Association shall be interpreted or construed in any fashion to remove any legal rights an individual unit owner may presently have under the Uniform Condominium Act, or as same may be from time to time amended.

C. **Service on Board of Managers.** In the event of any violation of any ordinances affecting the common elements, service of notice thereof or service of process in any prosecution for ordinance violation must be made on all members of the Board of Managers in lieu of naming or serving all unit owners having an interest in the common elements, and such proceeding shall bind all unit owners. In the event that judgment is rendered in such proceeding against the Board of Managers, the Board of Managers shall satisfy such judgment, including payment of all costs, fines and including the expenditure of all funds necessary to cure such violation. The Board of Managers shall have the right to prorate and assess any costs so incurred against those unit owner(s) that gave rise to the cause of action, violation and judgment. In the event that unit owners do not satisfy the special assessment, the Board may proceed under Article Eighteen.

**AMENDED AND RESTATED BY-LAWS OF
SUNSET PARK CONDOMINIUM ASSOCIATION**

EXHIBIT "B"

ARTICLE TWENTY-TWO

Section 1. Not For Profit Corporation: The members of Sunset Park Condominiums Association, a not-for-profit corporation organized under the provisions of the General Not for Profit Corporation Act of the State of Missouri, (which corporation is hereinafter referred to as the "Association") shall consist of the respective unit owners of the property located in St. Louis County, Missouri, and as described in the Declaration, and unit owners of the property which may be submitted hereafter under Article Nineteen of the Declaration, in accordance with the Declaration of Condominium Ownership for Sunset Park Condominiums, which said Declaration is recorded in the office of the Recorder of Deeds of St. Louis County, Missouri, and appended to said Declaration is a copy of these By-Laws marked Exhibit "B". (The words "member" or "members" as used in these By-Laws under the General Not for Profit Corporation Act of the State of Missouri mean and shall refer to a "unit owners", as the case may be, referred to in the Declaration the Uniform Condominium Act of the State of Missouri, herein referred to as "Act".)

Section 2. Membership: The membership of each unit owner shall be determined as provided for in the Declaration. The Association may issue certificates evidencing membership therein.

Section 3. Unit Owner Meetings: The meeting of unit owners shall be held on the property or at such other place in the St. Louis County, Missouri, as may be specified in the notice of the meeting. The first annual meeting of the unit owners was held prior to amendment of the By-Laws in 1991 the Annual Meetings of the unit owners shall be held during the first week of December each year or at such other date, at the same hour specified in the written notice of such meeting. Special meetings of the unit owners may be called by the President or by a majority of the Managers or by unit owners having at least twenty percent of the votes of the unit owners. Written notice of the annual meeting of unit owners and all special meetings shall be delivered to the institutional holders of a first mortgage on any unit, who have previously requested to receive such notices in writing, no less than seven (7) days prior to any such meeting. Any unit owner or holder of a first mortgage shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be considered timely if mailed no less than seven (7) days prior to any meeting.

Section 4. Voting: For purposes of amending the By-Laws and Declaration and other matters that expressly require voting by percentage of ownership vote, the aggregate number of votes for all unit owners shall be one hundred (100), which shall be divided among the respective unit owners in accordance with their respective share of ownership in the common elements. The percentage of a unit owner's share in the common elements shall be allocated on the basis of size (square feet) that a particular unit bears to the total square footage of the units then comprising the Condominium such that if the total square footage of the units then comprising the Condominium totaled 15,000 sq. ft., and an individual unit owner's condominium contained

1,500 sq. ft., then that unit owner's proportionate share in the common elements would be ten percent (10%). For all other votes, including election of the Board of Managers, and approval of motions at meetings, each unit shall be entitled to a vote of equal weight regardless of the percentage of ownership vested in the unit. If any unit owner consists of more than one person, the voting rights of such unit owner shall not be divided and shall be exercised only as if the unit owner consisted of only one person in accordance with the written proxy or other designation made by the persons constituting such unit owner submitted to the Board of Managers on or before the date of said meeting. If only one member of the ownership of a unit attends a meeting, that owner may represent and vote the vote of that unit unless contrary notices have been received prior to the meeting.

Section 5. Ballots/Proxies: In all elections for the Board of Managers, each unit owner shall be entitled to vote on a non-cumulative voting basis. Proxies may be used either to designate a person to vote the vote of the unit, or by a direct ballot voting in any Board election or on any matter to be voted on at a unit owners meeting.

Section 6. Quorum: A quorum of a unit owners for any meeting shall be constituted by unit owners represented in person or by proxy and twenty-five percent (25%) of all unit owners. All matters on the agenda of the meeting sent to the unit owners, including Board member elections, can be voted on and adopted by a majority of the unit owners present, unless a larger majority is specifically required by the Declaration or By-Laws.

ARTICLE TWENTY-THREE

Section 1. Board Membership: The Board of Managers of the Association (referred to in said Declaration and in the Uniform Condominium Act of the State of Missouri, as the "Board of Managers", but referred to as the "Board of Directors" in the General Not For Profit Corporation Act of the State of Missouri, and sometimes referred to herein as the "Board") shall, except as provided for in the Declaration, consist of five (5) persons elected by a majority vote of the unit owners attending a meeting where a quorum is present. The unit owners may increase or decrease such number of person on the Board from time to time at any annual or special meeting of the owners, provided, that such number shall not be less than three (3). Except as provided for in the Declaration, each person on the Board shall hold office for the term of two years and until his successor shall be elected and qualified, with at least one member being elected each year. Terms will be staggered by resolution of the Board so approximately the same number of terms will be open for election each year to the extent possible.

Section 2. Board Qualifications: Except as provided for in the Declaration the Board shall be elected from among the unit owners, and each member at the Board of Managers shall be unit owners or the spouse of a unit owner (or, if a unit owner is a corporation, partner or beneficiary of such unit owner), and each manager shall also reside on the property. If a manager shall cease to meet such qualification during his term, he shall immediately upon such cessation cease to be a member of the Board of Managers and his place on the Board shall be deemed vacant, and the remaining Board members may appoint a unit owner to fill any vacancy on the Board for remainder of the unexpired term.

Section 3. Appointment to Fill Vacancies: The Board shall have the right to appoint a unit owner to fill any vacancy on the Board for the remainder of the unexpired term.

Section 4. Annual Board Meeting: An annual meeting of the Board shall be held immediately following the annual meeting of unit owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each manager, delivered personally or by mail or telegram. Any manager may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

Section 5. Removal of Board Members: Any Board member may be removed by a majority of unit owner's voting at a meeting where prior written notice of such action is set forth in the meeting notice, or by a majority of all unit owners if by Petition.

Section 6. No Compensation: The members of the Board of Managers shall receive no compensation for their services.

Section 7. Powers and Duties: The Board shall have the following powers and duties:

- (a) to elect the officers of the Association as hereinafter provided;
- (b) to administer the affairs of the Association and of the property;
- (c) to engage the services of a professional managing agent who shall manage and operate the property for all of the unit owners, upon such terms and for such compensation and with such authority as the Board may approve.
- (d) to formulate policies for the maintenance, management, operation, repair and replacement of the property; provided, however, that any contract, lease, franchise and license which binds the Association shall be terminable by the Association upon thirty days written notice, shall not have a term in excess of one year and shall be renewable at the option and sole discretion of the Association;
- (e) to adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the property, and to amend such rules and regulations from time to time; and to adopt and assess fines for violation of the provisions of the Declaration, By-Laws, or of the rules and regulations as long as the offender or unit owner against whom the fine is assessed is given the opportunity for a hearing prior to final imposition of the fine.
- (f) to provide for the maintenance, management, operation, repair and replacement of the property and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the managers or managing agent, if any;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to

make purchases for the maintenance, repair, replacement, administration, management and operation of the property, and to delegate any such powers to said managing agent (and any such employees or other personnel which may be the employees of said managing agent).

(h) to estimate the amount of the annual budget, and to provide the manner of assessing and collection from the unit owners their respective shares of such estimated expenses, as hereinafter provided, including contributions to reserves, which shall include as a minimum, the percentage of the budget set periodically by vote of the unit owners. Investments shall include only notes, bonds and stocks issued by publicly traded companies, or issued by Government entities or certificates of deposits or other instruments issued by Federally insured banks or savings and loans qualified to do business in Missouri or such other investments as are allowed for public administrators in the State of Missouri.

(i) to comply with the instruction of a majority of the unit owners, as expressed in a resolution duly adopted at any annual or special meeting of the unit owners;

(j) to exercise all other powers and duties of the Board of Managers or unit owners as a group referred to in the Act, and all powers and duties of a "board of directors" referred to in the General Not for Profit Corporation Act of the State of Missouri, and all powers and duties of the Board of Managers as stated to in the Declaration and these By-Laws;

(k) to enforce the Declaration, any and all restrictions governing the property and to take any and all necessary steps to secure the enforcement and compliance of the same;

(l) to exercise any and all other powers or acts as are authorized by the Declaration.

(m) to make available to unit owners and holders and insurers of any mortgage of any unit, upon written request, upon payment of a reasonable fee, current copies of the Declaration, By-Laws, Rules and Regulations and records and financial statements of the Association.

ARTICLE TWENTY-FOUR

Section 1. Officers of the Board:

(a) A President, who shall be a member of the Board of Managers and who shall preside over the meetings of the Board and of the unit owners, and who shall be the chief executive officer of the Association;

(b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President.

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the unit owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent;

(d) A Treasurer, who shall keep the financial records and books of account;

(e) Such additional officers as the Board shall see fit to elect. A Board member may hold two or more offices except for the President, who shall hold no other offices.

Section 2. Delegation: The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Officers: Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Officer Vacancy Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time with cause by the Board at a special meeting thereof by a two thirds majority vote of the Board.

Section 5. No Officer Compensation: The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the unit owners.

Section 6. Amendment Certification: Any amendments to the Declaration of Condominium duly made by the Board shall be prepared, executed, certified and recorded by the president of the Board or such other office or officers of the Association as the Board shall designate in writing from time to time.

ARTICLE TWENTY-FIVE

Section 1. Budget: The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirement for the year, including, but not by way of limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common utilities, management fees and other common expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas and other individual utility expenses billed or charged to the separate unit owners on an individual or separate basis rather than a common basis). (The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of common elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. The Board may pledge future assessments to secure any loan it obtains. To the extent that the assessments and other income collected from the unit owners during the preceding years shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. Condominium Assessments: Until commencement of the first fiscal year after completion of the building, unit owners shall pay, commencing with the respective closing

dates of purchase of their respective units, as their respective monthly assessments for the common expenses, one-twelfth (1/12) of the estimated annual budget for this first fiscal year, as estimated by the managing agent and approved by the Board, multiplied by their respective shares of ownership in the common elements. At the time of the initial purchase of a unit, unit owners shall be required to contribute as initial working capital and reserves for the Association, two monthly assessments, as hereinabove described, in addition to the normal assessment for the first month, Assessments for fractions of a month shall be prorated.

Section 3. Budget Ratification: The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each unit owner not later than thirty (30) days after the beginning of each year. Along with the proposed budget the Board shall send notice of a ratification meeting of the unit owners, which shall be held no less than fourteen (14) days, or more than thirty (30) days after the notice was sent. Unless a majority of all unit owners vote against adoption of the budget it shall be deemed adopted. There shall be no requirement for a quorum at the budget meeting. In the event the budget is rejected, the Board shall prepare a new budget and the notice and meeting process shall be repeated until the budget is not rejected. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each unit owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each unit owner shall be in accordance with his respective share of ownership in the common elements as set forth in Exhibit "C" to the Declaration. The Board may cause to be sent to each unit owner on or before the first day of January, each year, a statement of the monthly assessment of such unit owner but the failure to send or to receive such statement shall not relieve any unit owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, or if the budget is rejected by the unit owners, each unit owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each unit owner shall pay his monthly assessment on or before the first day of each month to said managing agent or as may be otherwise directed by the Board. No unit owner shall be relieved of his obligation to pay his assessment for common expenses by abandoning or not using his unit or the common elements. Payments are due on the 1st of each month, after the 10th day of the month, the Board shall be authorized to charge a late fee which shall initially be \$25.00 per month and which may be changed by a two thirds majority vote of the Board.

Section 4. Financial Statements: Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each unit owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable. Furthermore, any unit owner or any institutional holder of a first mortgage on any unit shall receive upon written request an annual audited financial statement from the Board within ninety days following the end of any fiscal year, provided, that "the party" requesting such statement pays the costs involved in the preparation of any such statement in advance.

Section 5. Unit Owner Statements of Account: The Board shall cause to be kept a separate account for each unit owner showing the respective assessments charged to and paid by such unit owner, and the status of his account from time to time. Upon ten (10) days notice to the Board, and the payment of a reasonable fee set by the Board, any unit owner shall be furnished a statement of this account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

Section 6. Supplemental Budget: In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated efficiency for the remainder of such year. Copies of such supplemental assessment shall be made to each unit owner for his proportionate share of such supplemental budget.

Section 7. Non-Budgeted Capital Improvements Approval: The Board shall not approve any unbudgeted capital improvement expenditures in excess of Ten Thousand Dollars (\$10,000.00), nor enter into any contracts for more than three (3) years, without the approval of a majority of the unit owners attending a meeting where a quorum is present, (as such majority is defined in the Declaration).

Section 8. Initial Reserve Contribution: From the time each unit is first purchased from the Developer, the purchasing unit owner shall pay to said managing agent, or as otherwise directed by the Board, an amount equal to the first two full monthly assessments for such unit owner, which amount shall be used and applied as an operating reserve for common expenses. The amounts so paid by the unit owners for operating reserves, together with amounts paid from time to time by unit owners for monthly assessments and supplemental assessments, shall be held and used and applied from time to time for the payment of common expenses as and when needed. All such amounts from time to time on hand and unexpended shall be deemed to be part of the common elements and owned by the unit owners in accordance with their respective share of ownership of the common elements.

Section 9. Automatic Lien and Collection Procedures: It shall be the duty of every unit owner to pay his proportionate share for the common expenses, in the same ratio as his share of ownership in the common elements as set forth in the Declaration, and as assessed in the manner herein provided. If any unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such unit owner in the property, without necessity of the Board filing a notice of lien with the Recorder of Deeds for the St. Louis County. However, nothing shall prohibit the filing of such liens. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or otherwise available at law or in equity, including foreclosure, for the collection of all unpaid assessments, including collection of reasonable attorney's fees.

Section 10. Assessment Records: The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the property specifying

and itemizing the common expenses incurred, and such records and the vouchers authorizing the payments of such common expenses shall be available for examination by the unit owners, and by the holders of a first mortgage on any unit, at convenient hours of the week days. Such payment vouchers may be approved in such manner as the Board may determine.

ARTICLE TWENTY-SIX

The use of each unit and all common elements are subject to the restrictions, and each of them, as set forth in the Declaration, which run with the land are perpetual and appurtenant to the property, units and common elements.

ARTICLE TWENTY-SEVEN

These By-Laws may be amended or modified from time to time by action or approval of a majority of all the unit owners. Such amendments shall be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

ARTICLE TWENTY-EIGHT

The various terms and words used in these By-Laws shall have the same definition as set forth in the Declaration.

CERTIFICATION: The undersigned as the President of the Sunset Park Condominium Association does hereby certify that the various amendments were adopted by in excess of sixty-seven percent of the Unit Owners voting by percentage of ownership in two separate votes with one vote being taken on all amendments except for those contained in Article Seven, Section 3(a-b), which were adopted by a separate but concurrent vote.

SUNSET PARK CONDOMINIUM ASSOCIATION

R. Stone, RV - SPCA Pres.
President, Randy Stone

Attest: Gladya Lehmann
Secretary

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

On this 6th day of October, 1998, before me personally appeared RANDY STONE, who being by me duly sworn did say that HE is the President of the Sunset Park Condominium Association, a Missouri Not For Profit Corporation who has the authority to execute this document on behalf of the Association and acknowledged that certification and execution of this Restated Declaration and By-Laws to be a free act and deed of the Association.

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.

Thomas G. Brackman
Notary Public

My Commission Expires:

THOMAS G. BRACKMAN
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis City
My Commission Expires: Mar. 29, 2001