

**DECLARATION  
OF CONDOMINIUM OWNERSHIP  
FOR  
HANLEY TOWERS APARTMENTS**

THIS DECLARATION is made this 24<sup>th</sup> day of April, 1923 by NOONEY PROPERTIES, INC., a Missouri corporation, (hereinafter referred to as the "Developer").

**WITNESSETH:**

WHEREAS, the Developer is the owner in fee simple of the parcel or tract of real estate in the City of Clayton, County of St. Louis, State of Missouri, legally described as follows:

A tract of land in U.S. Surveys 2884 and 2885 and in Fractional Section 15 Township 45 North, Range 6 East and being more particularly described as follows: Beginning at a point in the East line of Hanley Road, (80 feet wide) at the Northwest corner of property conveyed to Pevely Dairy Company by deed recorded in Book 1252 Page 294 of the St. Louis County Records, thence North 6 degrees 33 minutes East along the East line of Hanley Road 183.49 feet, thence continuing along the East line of Hanley Road, North 6 degrees 36 minutes East 180.67 feet to the point of intersection of the East line of Hanley Road with the South line of property conveyed to Cissy Realty and Investment Company by deed recorded in Book 3004 page 202 of the St. Louis County Records, thence leaving Hanley Road and running South 63 degrees 22 minutes East along the South line of said Cissy Realty and Investment Company property 380.11 feet to a point in the West line of Block 34 of Moorlands Addition, a Subdivision recorded in Plat Book 18 pages 6 and 7 of the St. Louis County records, thence South 6 degrees 40 minutes West along the West line of said Block 34 of Moorlands Addition 185.81 feet to the point of intersection of the West line of said Block 34 with the North line of said property conveyed to Pevely Dairy Company by deed recorded in Book 1252 page 294 of the St. Louis County Records, thence along the North lines of said Pevely Dairy Company property the following courses and distances: North 78 degrees 10 minutes West 124.26 feet and South 68 degrees 58 minutes West 267.42 feet to the point of beginning, according to a Survey thereof executed by EMMING Surveying Company on May 24, 1905.

and

WHEREAS, the Developer intends by this Declaration to submit said property to the provisions of the Condominium Property Act of the State of Missouri,

Now, THEREFORE, the Developer hereby declares as follows:

**1. DEFINITIONS:**

As used in this Declaration unless the context otherwise requires:

(1) "Common elements," all portions of the property except the units;

(2) "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 the property prior to completion of the construction program, the developer shall include any transferee who acquires the property for purposes of completing the construction as shown on the plat or amended plats;

(3) "Declaration," the instrument and amendments thereto by which the property is submitted to the provisions of this chapter, as hereinafter provided, and the declaration as from time to time amended;

(4) "Majority" or "majority of the unit owners," 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;

(5) "Parcel," the lot or lots, tract or tracts of land, including additional tracts added by subsequent amendment described in the declaration or amendments thereto, submitted to the provisions of the Condominium Property Act of the State of Missouri;

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

(7) "Plat," a plat or plats of survey or surveys together with amendments thereto of the parcel or parcels and of all units which are proposed for inclusion in the property or properties submitted to the provisions of this chapter, which plat or plats may consist of a three dimensional horizontal and vertical delineation of all such units;

(8) "Property," all the land, property or properties and space comprising the parcel or 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, submitted to the provisions of the Condominium Property Act of the State of Missouri;

(9) "Record," to record in the office of the recorder of deeds of the county wherein the property is located;

(10) "Unit," a part of the property including one or more rooms, and patios if any, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use, and having lawful access to a public way;

(11) "Unit owner," the person or persons whose estates or interests, individually or collectively, aggregate a fee simple ownership of a unit.

**2. SUBMISSION OF PROPERTY TO THE ACT:**

The Developer, as the owner in fee simple of the Parcel, hereby submits the Parcel and the Property to the provisions of the Condominium Property Act of the State of Missouri. The Developer expressly intends, by record-

ing this Declaration, to submit the Parcel and the Property to the provisions of the Act.

### 3. PLAT:

The Plat attached hereto as Exhibit A and recorded simultaneously herewith sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (1) the Parcel and its exterior boundaries; (2) the Building and each floor thereof; and (3) each Unit of the Building and its horizontal and vertical dimensions, including the elevations of the interior surfaces of the floors and ceilings and the measurements and locations of the interior surfaces of the perimeter walls of each Unit in the Building. Each Unit is identified on the Plat by a distinguishing number or other symbol.

### 4. UNITS:

The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on 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 every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the interior surfaces of the floors and ceilings and perimeter walls of such Unit as shown on the Plat. Each Unit shall be used solely for residential purposes, subject to exceptions set forth in Section 27 hereof.

### 5. COMMON ELEMENTS:

The Common Elements shall consist of all of the Property, except the individual Units, and shall include the land, corridors, halls, elevators, stairways, entrances and exits, lobby, management office, janitor's or custodian's or manager's apartment, laundry, mailroom, garage, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air-conditioning system, public utility lines, floors and ceilings (other than the interior surfaces thereof located within the Units), perimeter walls of Units (other than the interior surfaces thereof), structural parts of the Building, outside walks and driveways, swimming pool, recreational facilities, landscaping, and all other portions of the Property except the individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements.

### 6. OWNERSHIP OF THE COMMON ELEMENTS AND COVENANT AGAINST PARTITION:

Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit B and by this reference made a part hereof as though fully set forth herein. The percentages of ownership interest in the Common Elements allocated to the respective Units, as set forth in Exhibit B, have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by agreement of all Unit Owners. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit B. The Common Elements shall remain undivided, as long as the Property is subject to the provisions of the Act, except as may be otherwise pro-

vided in the Act, and no Unit Owner shall bring any action for partition or division of the Common Elements. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated. As long as the property is subject to the provisions of Ch. 148, Mo.Rev.Stat. (1989), the Common Elements shall, except as provided in Section 448.140, Mo.Rev.Stat. (1989), 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.

### 7. 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 or ingress and egress to and use and 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 occupants and visitors of each Unit Owner. Such right to use the Common Elements shall be subject to and governed by the provisions of the Act and of 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, through and with respect to the Common Elements to the extent of such right to use the Common Elements. The Association shall have the authority to lease or rent or to grant licenses or concessions with respect to the garage, laundry or other parts of the Common Elements, subject to the provisions of the Declaration and By-laws.

### 8. COMMON EXPENSES:

Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements (which expenses are herein sometimes referred to as "common expenses"). Such proportionate share of the common expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit B attached hereto and made part hereof. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By-Laws appended hereto as Exhibit C and recorded herewith. 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 as provided in the Act.

### 9. ASSOCIATION OF UNIT OWNERS:

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 "Hanley Towers Apartments, a Condominium" or similar name, which corporation (hereinafter referred to as the "Association") shall be the governing body for all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property as provided in the Act and in this Declaration and in the By-laws. The board of directors of the Association shall be deemed to be the "Board of Managers" for the Unit Owners re-

ferred to herein and in the Act. The By-Laws for the Association shall be the By-Laws appended hereto as Exhibit C and made part hereof. 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. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such membership shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein. The aggregate number of votes for all members of the Association shall be One Hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit B hereto.

#### 10. BOARD'S DETERMINATION BINDING:

In the event of any dispute or disagreement between any Unit Owners, or any question of interpretation or application of the provisions of the Declaration or By-laws, the determination thereof by the Board of Managers (being the Board of Directors of said Association) shall be final and binding on each and all of the Unit Owners.

#### 11. GARAGE:

The garage in the Building shall be part of the Common Elements. Any Unit Owner desiring a garage stall or parking space for his automobile in said garage shall make application therefor to the Association, and such applications shall be given priority in the order in which they are received for such garage stalls or parking spaces which may be available from time to time, subject to the rules and regulations of the Association, provided, however, that the Association shall make available at prevailing rental rates one parking space in the garage to each Unit and two parking spaces for each Penthouse Unit, within 30 days after a written request by such Unit Owners to the Association. The rentals, for any additional garage stalls or parking spaces, to be paid by each such Unit Owner to the manager or managing agent in addition to the monthly assessments for the common expenses, shall be as approved by the Association from time to time. Garage stalls or parking spaces not rented to Unit Owners may be rented to others. Rentals and other income from said garage, less the operating expenses thereof, shall be applied and used in connection with the common expenses of the Property, as provided in the By-Laws. The Association may prescribe rules and regulations with respect to the garage, and may lease the garage for operation by others upon such terms as the Board of Managers of the Association may deem desirable, subject to the provisions hereof.

#### 12. STORAGE AREAS:

The storage areas in the Building, outside of the respective Units, shall be part of the Common Elements, and shall be allocated among the respective Unit Owners in such manner and subject to such rules and regulations as the Association may prescribe.

#### 13. SEPARATE MORTGAGES:

Each Unit Owner shall have the right to make a separate mortgage or encumbrance on his respective Unit to-

gether with his respective ownership interest 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 ownership interest in the Common Elements.

#### 14. 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 pro rata share of the taxes in accordance with the respective percentage of ownership in the Common Elements, as set forth in Exhibit "B."

#### 15. UTILITIES:

Each Unit Owner shall pay for his own telephone and electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed, shall be treated as part of the common expenses.

#### 16. INSURANCE:

The Board of Managers shall have the authority to and shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Board of Managers may deem advisable for the full insurable replacement cost of the Common Elements and the Units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Board of Managers, as the trustee for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in the Declaration. Premiums for such insurance shall be common expenses. Application of the insurance proceeds to reconstruction, and disposition of the Property where the insurance proceeds are insufficient for reconstruction, shall be as provided in the Act. The holder of any deed of trust of any Unit may be named as an additional payee under the said policy as provided in Section 448.120 of the Condominium Property Act. In the event of damage or destruction of any Unit or Units, the insurance proceeds shall be used in accordance with the provisions of Section 448.130 and Section 448.140 of the Condominium Property Act.

The Board of Managers shall also have the authority to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other insurance as it may deem desirable, insuring each Unit Owner and the Association, Board of Managers, manager and managing agent from liability in connection with the Common Elements, and the premiums for such insurance shall be common expenses.

Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, 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 expenses as above provided.

## 17. MAINTENANCE, REPAIRS AND REPLACEMENTS:

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit; provided, however, such maintenance, repairs and replacements as may be required for the functioning of the air-conditioning and heating system and the plumbing within the Unit, and for the bringing of water, gas and electricity to the Unit, shall be furnished by the Association as part of the common expenses. Maintenance, repairs and replacements of the refrigerators, ranges and other kitchen appliances and lighting fixtures and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the common expenses. 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 at common expense.

If, due to a household pet, or the negligent act or omission of a Unit Owner, or of a member of his family or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association. Maintenance, repairs and replacements to the Common Elements or the Units shall be subject to the rules and regulations of the Association.

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 of the Association. The authorized representatives of the Association or Board of Managers, or of the manager or 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, facilities or fixtures affecting or serving other Units or the Common Elements.

## 18. DECORATING:

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, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Unit Owner, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. The interior 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, and the exterior surfaces of such windows shall be cleaned or washed as part of the common expenses by the Association at such time or times

as the Board of Managers shall determine. 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 Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating 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.

## 19. ALTERATIONS, ADDITIONS AND IMPROVEMENTS:

No alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Association.

## 20. ENCROACHMENTS:

If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, as the Common Elements and Units are shown by the surveys comprising the Plat attached hereto as Exhibit A, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

## 21. SALE OR LEASE BY A OWNER – FIRST OPTION TO ASSOCIATION:

If any Unit Owner other than the Developer shall desire at any time to sell or lease his Unit (which Unit, together with his respective percentage of ownership interest in the Common Elements, is herein sometimes referred to as "Unit Ownership"), he shall first give the Association at least thirty (30) days prior written notice of the proposed sale or lease, which notice shall state the name and address and financial and character references of the proposed purchaser or lessee and the terms of the proposed sale or lease. During the period of thirty (30) days following the receipt by the Association of such written notice, the Association shall have the first right at its option to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in such notice.

If the Association shall give written notice to such Unit Owner within said 30 day period that it has elected not to exercise such option, or if the Association shall fail to give written notice to such Unit Owner within said 30 day period that it does or does not elect to purchase or lease such Unit Ownership upon the same terms as herein provided, then, such Unit Owner may proceed to close said proposed sale or lease transaction at any time within the next ninety (90) days thereafter; and if he fails to close said proposed sale or lease transaction within said 90 days, his Unit Ownership shall again become subject to the Association's right of first option as herein provided.

If the Association shall give written notice to such Unit Owner within said 30 day period of its election to purchase or lease such Unit Ownership upon the same terms as the proposed sale or lease described in said written notice to the Association, then such purchase or lease by the Association shall be closed upon the same terms as such proposed sale or lease.

Any Unit Owner other than the Developer who wishes to make a gift of his Unit or any interest therein, or who wishes to transfer his Unit or any interest therein for a consideration other than cash, or notes (secured or unsecured) of such transferee or the assumption of an existing indebtedness, to any person or persons who would not be a spouse or not be any one of the heirs at law of the Unit Owner under the Rules of Descent of the State of Missouri were he or she to die within sixty (60) days prior to the contemplated date of such gift or other transfer, shall give to the Association not less than sixty days written notice of his or her intent to make such gift or other transfer prior to the contemplated date thereof. Said notice shall state the contemplated date of said gift or other transfer, the intended donee or transferee, and the terms in detail of such proposed other transfer. The Association shall have the first right and option to purchase said Unit or interest therein for cash at fair market value which shall be determined by arbitration as herein provided. Within fifteen (15) days after receipt of said written notice by the Association, the Association and the Unit Owner desiring to make such gift or other transfer shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said third arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit or interest therein which the Unit Owner contemplates conveying, and shall thereupon give written notice of such determination to the Unit Owner and the Association. The Association's option to purchase the Unit or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice from the arbitrators. If said option is not exercised by the Association within said forty-five (45) day period the Unit Owner at the expiration of said forty-five day period, and within sixty (60) days thereafter, may complete, or contract to complete, the proposed gift or other transfer upon the terms stated in the notice to the Association.

In the event that any Unit Owner dies leaving a will devising his or her Unit, or any interest therein, to any person or persons who is not the surviving spouse or not any one of the heirs at law of the deceased Unit Owner under the Rules of Descent of the State of Missouri, and said will is admitted to probate, the Association shall have an option to purchase said Unit or interest therein from the estate of the deceased Unit Owner, or from the devisee or devisees named in such will if no power of sale is conferred by said will upon the personal representative named therein, for cash at fair market value which shall be determined by arbitration as herein provided. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Unit Owner, the Association shall appoint a qualified real estate appraiser to act as an arbitrator and shall give written notice of such appointment to the said devisee or devisees, or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or the personal representative, as the case may be, shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrators, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit or interest therein devised by the deceased Unit Owner and shall thereupon give written notice of

such determination to the Association and said devisee or devisees, or personal representative, as the case may be. The Association's right to purchase the Unit or interest therein at the price determined by the three arbitrators shall expire sixty (60) days after the date of receipt by it of such notice if the personal representative of the deceased Unit Owner is empowered to sell, and shall expire ten (10) months after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative to bid at any auction or sale of the Unit or interest therein of any deceased Unit Owner which said auction or sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Unit Owner's estate which contains his or her Unit or interest therein.

In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Association of his intention so to do, whereupon the Association shall have an irrevocable option to purchase such Unit or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Association within said thirty (30) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or trust deed against his Unit, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien may be perfected and foreclosed in the manner provided in Section 090 of the Condominium Property Act with respect to liens for failure to pay a share of the common expenses. In the event the Association does not elect to cure such default, then the lien holder may proceed to foreclose such lien and sell the property in accordance with the deed of trust.

The notices referred to herein shall be given in the manner hereinafter provided for the giving of notices.

If the Board of Managers of the Association shall adopt a resolution recommending that the Association shall exercise its option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, the Board of Managers shall promptly call a meeting of all of the Unit Owners for the purpose of voting upon such option, which meeting shall be held within said thirty (30) day period. If Unit Owners owning not less than Seventy-Five Percent (75%) in the aggregate of the total ownership interest in the Common Elements, by affirmative vote at such meeting, elect to exercise such option to make such purchase or lease, then the Board of Managers shall promptly give written notice of such election as herein provided. In such event, such purchase or lease by the Association shall be closed and consummated, and, for such purpose, the Board of Managers shall have the authority to make such mortgage or other financing arrangements and to make such assessments proportionately among the respective Unit Owners, and to make such

other arrangements, as the Board of Managers may deem desirable in order to close and consummate such purchase or lease of such Unit Ownership by the Association.

If the Association shall make any such purchase or lease of a Unit Ownership as herein provided, the Board of Managers shall have the authority at any time thereafter to sell or sublease such Unit Ownership on behalf of the Association upon such terms as the Board of Managers shall deem desirable, without complying with the foregoing provisions relating to the Association's right of first option, and all of the net proceeds or deficit therefrom shall be applied among all of the Unit Owners in proportion to their respective ownership interests in the Common Elements in such manner as the Board of Managers shall determine.

If a proposed lease of any Unit Ownership is made by any Unit Owner, after compliance with the foregoing provisions, a copy of the lease as and when executed shall be furnished by such Unit Owner to the Board of Managers, and the lessee thereunder shall be bound by and be subject to all of the obligations of such Unit Owner with respect to such Unit Ownership as provided in this Declaration and the By-Laws, and the lease shall expressly so provide. The Unit Owner making any such lease shall not be relieved thereby from any of his obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions hereof with respect to the Association's right of first option shall again apply to such Unit Ownership.

The Provisions hereof with respect to the Association's right of first option shall not apply to sales or leases made by the Developer.

If any sale or lease of a Unit Ownership is made or attempted by any Unit Owner without complying with the foregoing provisions, such sale or lease shall be voidable by the Association and shall be subject to each and all of the rights and options of the Association hereunder and each and all of the remedies and actions available to the Association hereunder or at law or in equity in connection therewith.

The foregoing provisions with respect to the Association's right of first option as to any proposed sale or lease shall be and remain in full force and effect until the Property as a whole shall be sold or removed from the provisions of the Act, as provided in the Act, unless sooner rescinded or amended by the Unit Owners in the manner herein provided for amendments of this Declaration. The Board of Managers of the Association may adopt rules and regulations from time to time not inconsistent with the foregoing provisions, for the purpose of implementing and effectuating the foregoing provisions.

The Board of Managers of the Association shall have the authority, on behalf of and in the name of the Association, to elect not to exercise such option and to give written Notice of such election. A certificate executed by the President or Secretary of the Association, certifying that the Association by its Board of Managers has elected not to exercise such option to purchase or lease such Unit Ownership upon the terms of such proposed sale or lease, shall be conclusive evidence of such election by the Association and of the compliance with the provisions hereof by the Unit Owner proposing to make such proposed sale or lease. Such certificate shall be furnished to such Unit Owner upon his compliance with the provisions hereof.

Where the word "Association" has been used in this section, the same shall include the Board of Managers or Di-

rectors of the Association and they shall have full power to accept notices and to do all acts, in all regards, for the Association.

## 22. REMEDIES:

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-laws or rules and regulations of the Association, the Association and the Board of Managers shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 7% per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Association and the Board of Managers, and the manager or managing agent if so authorized by the Board of Managers, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board of Managers.

## 23. AMENDMENTS:

The provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than Seventy-Five (75%) in the aggregate of the total ownership interest in the Common Elements; provided, however, if the Act or this Declaration shall require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Declaration. All amendments to this Declaration shall be recorded.

## 24. NOTICES:

Notices provided for in the Act, Declaration or By-laws shall be in writing, and shall be addressed to the Association or Board of Managers, or any Unit Owner, as the case may be, at 900 South Hanley Road, Clayton, Missouri, 63105, (indicating thereon the number of the re-



spective Unit or apartment if addressed to a Unit Owner), or at such other address as hereinafter provided. The Association or Board of Managers may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

## 25. SEVERABILITY:

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed by its President and its corporate seal to be hereunto affixed.



STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 24th day of April, 1973, before me appeared John J. Nooney to me personally known, who, being by me duly sworn, did say that he is the Vice President of NOONEY PROPERTIES, 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 that said John J. Nooney 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 this day and year first above written.

My commission expires Nov. 7, 1976

**JAMES H. AREL**  
COMMISSED FOR JEFFERSON COUNTY, MO.  
WHICH ADJOINS ST. LOUIS COUNTY, MO.  
My COMMISSION EXPIRES NOV. 7, 1976

Notary Public

## CONSENT OF MORTGAGEE

The undersigned **MERCANTILE TRUST COMPANY NATIONAL ASSOCIATES**, being the holder of the Deed of Trust recorded in Book 6656 Page 131 St. Louis County Records, on the parcel or tract of real estate forming the subject matter of the foregoing Declaration, hereby consents to the record of said Declaration and the submission of said parcel or tract of real estate to the provisions of the Condominium Property Act of the State of Missouri and agrees that its said mortgage shall be subject to the provisions of said Act and said Declaration and the exhibits appended thereto.

Dated: April 24, 1973

Attest: [Signature]  
Secretary

**MERCANTILE TRUST COMPANY  
NATIONAL ASSOCIATION**

By: [Signature]  
Vice President

BOOK 6656 PAGE 131

STATE OF MISSOURI  
City  
COUNTY OF ST. LOUIS } ss.

On this 24<sup>th</sup> day of April, 1973, before me appeared James A. Hayes  
to me personally known, who, being by me duly sworn, did say that he is the Vice President of MERCANTILE  
TRUST COMPANY NATIONAL ASSOCIATION, a national banking association, and that the seal affixed to the fore-  
going instrument is the seal of said national banking association and that said instrument was signed and sealed in behalf  
of said national banking association, by authority of its Board of Directors and said James A. Hayes  
acknowledged said instrument to be the free act and deed of said national banking association.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal in the County and State afore-  
said, the day and year first above written.



Florence M. Gerdel

Notary Public Florence M. Gerdel



## EXHIBIT B.

<u>Unit No.</u>	<u>Percentage Ownership of Common Elements</u>
1A	
1B	.0094
1C	.0073
1D	.0158
1E	.0179
2A	.0166
2B	.0094
2C	.0125
2D	.0158
2E	.0125
3A	.0166
3B	.0094
3C	.0127
3D	.0127
3E	.0127
4A	.0166
4B	.0127
4C	.0127
4D	.0127
4E	.0127
5A	.0170
5B	.0129
5C	.0129
5D	.0129
5E	.0129
6A	.0170
6B	.0129
6C	.0129
6D	.0129
6E	.0129
7A	.0170
7B	.0131
7C	.0131
7D	.0131
7E	.0131
8A	.0173

<u>Unit No.</u>	<u>Percentage Ownership of Common Elements</u>
8B	.0131
8C	.0131
8D	.0131
8E	.0131
9A	.0175
9B	.0104
9C	.0133
9D	.0166
9E	.0133
10A	.0175
10B	.0133
10C	.0133
10D	.0133
10E	.0133
11A	.0177
11B	.0104
11C	.0135
11D	.0166
11E	.0135
12A	.0177
12B	.0104
12C	.0135
12D	.0166
12E	.0135
14A	.0179
14B	.0137
14C	.0104
14D	.0137
14E	.0170
15A	.0179
15B	.0104
15C	.0104
15D	.0170
15E	.0170
PF	.0218
PG	.0187
	<u>100.00%</u>

# BY-LAWS OF HANLEY TOWERS APARTMENTS, a Condominium

## ARTICLE I MEMBERS (UNIT OWNERS)

Section 1. The members of Hanley Towers Apartments, a Condominium, 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 at 900 S. Hanley Road, Clayton, Missouri, 63105, in accordance with the respective percentages of ownership interest in the Common Elements of the property owned by the respective Unit Owners, as said terms are defined in the Declaration of Condominium Ownership for the Hanley Towers Apartments, which said Declaration is recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, and appended to which said Declaration as Exhibit "C" thereto is a copy of these By-laws. (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 Owner" or the "Unit Owners," as the case may be, referred to in the Declaration and the Condominium Property Act of the State of Missouri).

Section 2. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Property his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. The Association may issue certificates evidencing membership therein.

Section 3. Meetings of Unit Owners shall be held at the Property at 900 S. Hanley Road, Clayton, Mo., 63105 or at such other place in St. Louis County, Missouri as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held on April 1 of each year, commencing with the first day of April immediately following the date of incorporation of the Association, at 7:00 P.M. St. Louis time or at such other date or 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 directors of the Board, or by Unit Owners having at least one-fourth of the votes entitled to be cast at such meetings.

Section 4. 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 percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Developer may exercise the voting rights with respect to unsold Units while owned by the Developer.

Section 5. In all elections for directors, each Unit Owner shall be entitled to vote on a cumulative voting basis.

Section 6. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

## ARTICLE II BOARD OF DIRECTORS (BOARD OF MANAGERS)

Section 1. The board of directors of the Association (referred to in said Declaration and in the Condominium Property 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 consist of five (5) persons elected by the Unit Owners. The Unit Owners may increase or decrease such number of persons on the Board from time to time at any annual or special meeting of Unit Owners, provided that such number shall not be less than three. The terms of at least one of the persons on the Board shall expire annually. The first Board named in the articles of incorporation of the Association shall hold office until the first annual election or until sixty-five (65) units have been sold by the Developer, whichever date shall last occur, provided, however, that the Developer may designate one member of the Board until all Units have been sold. Each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified. (The word "board" as used herein shall mean the "board of managers" referred to in said Declaration and Condominium Property Act and shall mean the "board of directors" referred to in said General Not for Profit Corporation Act. The word "director" as sometimes used herein shall mean a person elected to and serving on the Board).

Section 2. The Board shall be elected from among the Unit Owners, and each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner), and each director shall also reside on the Property, except for directors nominated or designated by the Developer. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 3. Any vacancy occurring in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the Unit Owners at the next annual meeting or at a special meeting of Unit Owners called for such purpose.

Section 4. 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 director, delivered personally or by mail or telegram. Any director 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. Except for members of the first Board of Directors named in the articles of incorporation of the Association and the Director, if any, designated by the Developer pursuant to Section 1 hereof. Any director may be removed from office by the vote of at least two-thirds of the votes of all Unit Owners.

Section 6. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7. 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 manager or managing agent who shall manage and operate the Property and the Common Elements thereof 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 administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(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 the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);

(h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) to comply with the instructions 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 Condominium Property Act of the State of Missouri, and all powers and duties of a board of directors referred to in the General Corporation Not for Profit Act of the State of Missouri, and all powers and duties of a board of managers or a board of directors referred to in the Declaration of these By-laws.

### ARTICLE III OFFICERS

Section 1. At each annual meeting, the Board shall elect the following officers of the Association:

(a) A President, who shall be a director 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.

Section 2. 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. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners.

### ARTICLE IV ASSESSMENTS

Section 1. 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 requirements for the year, including 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 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 the garage, laundry and other 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. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year 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. 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 90 days after the beginning of such year. 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 ownership interest in the Common Elements as set forth in Exhibit "B" to the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly 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, 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 the manager or 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.

Section 3. Until commencement of the first fiscal year after completion of the Building, Unit Owners other than the Developer 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 the first fiscal year, as estimated by the managing agent and approved by the Board, multiplied by their respective percentages of ownership in the Common Elements. Assessments for fractions of a month shall be pro-rated. Until said commencement of the first fiscal year after completion of the Building, the Developer shall pay, with respect to all unsold Units owned by the Developer, the excess of (a) the actual amount of operating expenses from time to time required to be paid for operation of the Property for said period, over (b) the aggregate amount of the monthly assessments from time to time payable for said period determined as hereinabove provided in this Section 3 for Unit Owners other than the Developer. Commencing with the first fiscal year after completion of the Building, the monthly assessments to be paid by the Developer as the Unit Owner of any Units remaining unsold shall be determined in the same manner as provided for other Unit Owners herein.

Section 4. Within 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.

Section 5. 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 10 days notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. 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 ap-

prove a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 7. The Board shall not approve any capital expenditures in excess of Ten Thousand Dollars (\$10,000.00), nor enter into any contracts for more than three years, without the approval of a majority of the Unit Owners (as such majority is defined in the Declaration).

Section 8. At the time each Unit is first purchased from the developer, the purchasing Unit Owner shall pay to the manager or managing agent, or as otherwise directed by the Board, an amount equal to three times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for common expenses. The amounts so paid by 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 percentages of ownership of the Common Elements.

Section 9. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses, in the same ratio as his percentage 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. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Property Act, the Declaration or these By-laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, 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 at convenient hours of week days. Such payment vouchers may be approved in such manner as the Board may determine.

## ARTICLE V USE AND OCCUPANCY RESTRICTIONS

Section 1. No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for a single family, and for no other purpose, by the Unit Owner and his family, or by a person or single family to whom the Unit Owner shall have leased his Unit, subject to the provisions with respect to leasing contained in the Declaration. No business activities shall be carried on in any Unit.

Section 2. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental

to the residential use of the respective Units; provided, however, the garage, laundry room, management office, and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, or for protection of the Common Elements or any portion thereof.

Section 3. No animals shall be raised, bred or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purposes, and provided that they shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that they shall not in the judgment of the Board constitute a nuisance to others.

Section 4. No unlawful, immoral, vicious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Section 5. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the rate or cause the cancellation of insurance on other Units or on the Common Elements. Each Unit Owner shall not display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles on his balcony or outside his Unit or which may be visible through his windows from the outside (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning or outside radio or television antenna or other equipment, fixtures or items of any kind, without the prior written permission of the Association or Board or manager or managing agent.

Section 6. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner in the incinerator, and as prescribed from time to time in administrative rules and regulations of the Board.

Section 7. During the period of construction of the Building on the Property by the Developer, the Developer and its contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said Building and Property as may be required in connection with said construction. Until all of the Units have been sold by the Developer and occupied by the purchasers, the Developer may use and show one or more of such unoccupied or unoccupied Units as a model apartment or apartments and sales office, and may maintain customary signs in connection therewith.

Section 8. The Common Elements shall not be damaged by any Unit Owner, whether from within or outside of his respective Unit, nor shall he cause damage to other Units, whether by himself or by members of his family, guests, household help or other authorized occupants or visitors.

Section 9. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, lobby or other common areas, except in the storage area specifically designated for the respective Unit Owner by the Board or the manager or managing agent.

Section 10. No Unit Owner shall overload the electric wiring in the Building, or operate any machines, appliances, accessories or equipment in such 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 the prior written consent of the Association or Board or manager or managing agent.

#### ARTICLE VI AMENDMENTS

These By-laws may be amended or modified from time to time by action or approval of a majority of the Unit Owners (as such majority as defined in the Declaration), except that By-laws affecting the Developer shall not be amended or modified without the written consent of the Developer for a period of two years after the recording of said Declaration. Such amendments shall be recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Adopted this                      day of                      1977

REFER TO INSTRUMENT
APR 24 1977 DAILY NO. 79
PLAT BOOK 149 PAGE 67

ST. LOUIS COUNTY, MO. SS  
FILED FOR RECORD

73 APR 25 AM 10:24

79

Wm E. Souke  
RECORDER OF DEEDS

15

CERTIFICATE OF AMENDMENT TO BY-LAWS  
OF HANLEY TOWERS APARTMENTS

1986 MAR 12 AM 9:21

This Amendment to the by-laws (the "By-laws") of Hanley Towers Apartments, a Condominium, a not-for-profit corporation organized under the provisions of the General Not For Profit Corporation Law of the State of Missouri (the "Association"), is made as of the 28th day of February, 1986, by the Association.

WHEREAS, a quorum was present at a Special Meeting of the Unit Owners of the Association held on February 17, 1986, which meeting was lawfully and properly convened and competent to proceed with the transaction of the business for which it was called; and

WHEREAS, a majority of the Unit Owners of the Association voted for and approved an amendment to the By-laws in the form appearing below; and

WHEREAS, the Association, pursuant to Article VI of the By-laws heretofore filed with the St. Louis County Recorder of Deeds on the 25th day of April, 1973, in Book 6656, Page 134, desires to amend the By-laws.

NOW, THEREFORE, the Association hereby amends the By-laws as follows:

1. Article II, (BOARD OF DIRECTORS (BOARD OF MANAGERS)), Section 1 shall hereafter be amended, modified and changed to read as follows:

"Section 1. The board of directors of the Association (referred to in said Declaration and in the Condominium Property 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 consist of six (6) persons elected by the Unit Owners on a cumulative basis. The Unit Owners may increase or decrease such number of persons on the Board from time to time at any annual or special meeting of Unit Owners, provided that such number shall not be less than three (3). The directors shall be classified with respect to the time for which they shall severally hold office by dividing them into three classes, each consisting of, as nearly as possible, one-third of the whole number of the Board of Directors, and all directors of the Association shall hold office until their successors are elected and qualified. At the 1986 Annual Meeting held for the election of the Board of Directors, the Class A directors shall be elected for a term of one year, the Class B directors for a term of two

years and the Class C directors for a term of three years. At each annual election the successors to the class of directors whose terms shall expire that year shall be elected to hold office for the term of three years, so that the term of office of one class of directors shall expire in each year. (The word "Board" as used herein shall mean the "board of managers" referred to in said Declaration and Condominium Property Act and shall mean the "board of directors" referred to in said General Not for Profit Corporation Act. The word "director" as sometimes used herein shall mean a person elected to and serving on the Board.)"

2. Except as hereunder modified or amended, all other terms, conditions and provisions of the By-laws of the Association heretofore filed of record shall remain the same and in full force and effect.

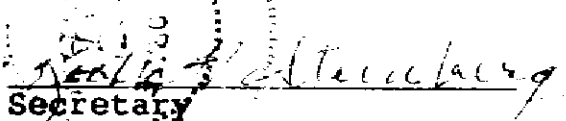
IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed by the President and the Secretary of the Association on the date first above written.

HANLEY TOWERS APARTMENTS, A  
CONDOMINIUM

By:

  
R. A. Koetting, O.D., President

ATTEST:

  
Secretary

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

On this 4th day of March, 1986, before me appeared R.A. Koetting, D.O., to me personally known, who, being by me duly sworn, did say that he is the President of Hanley Towers Apartments, a Condominium, a not for profit corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the instrument was signed and sealed in behalf of said Corporation, by authority of said Corporation and said R.A. Koetting, D.O. acknowledged said instrument to be the free act and deed of said Corporation.



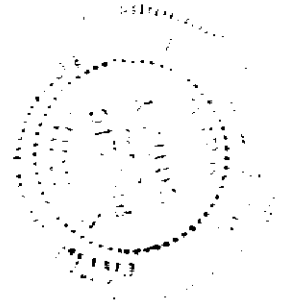
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal in the County and State aforesaid, the day and year first above written.

Patricia A. Kennedy  
Notary Public

PATRICIA A. KENNEDY, Notary Public  
County of ... State of ...  
My Commission Expires October 10, 1987

My commission expires:

October 10, 1987



0406H/dme

END OF DOCUMENT

CERTIFICATE OF AMENDMENT TO BY-LAWS  
OF HANLEY TOWERS APARTMENTS

This Amendment to the by-laws (the "By-laws") of Hanley Towers Apartments, a Condominium, a not-for-profit corporation organized under the provisions of the General Not For Profit Corporation Law of the State of Missouri (the "Association"), is made as of the 1st day of May, 1993, by the Association.

WHEREAS, a quorum was present at the Annual Meeting of the Unit Owners of the Association held on April 28, 1993, which meeting was lawfully and properly convened and competent to proceed with the transaction of the business for which it was called; and

WHEREAS, a majority of the Unit Owners of the Association voted for and approved certain amendments to the By-laws in the form appearing below; and

1057 WHEREAS, the Association, pursuant to Article VI of the By-laws heretofore filed with the St. Louis County Recorder of Deeds on the 25th day of April, 1973, in Book 6656, Page 134, as amended by instrument recorded on March 12, 1986, in Book 7880, Page 101, desires to amend the By-laws.

NOW, THEREFORE, the Association hereby amends the By-laws as follows:

1. Article I (MEMBERS (UNIT OWNERS)), shall hereafter be amended, modified and changed by the addition of a Section 7, to read as follows in its entirety:

"Section 7. Any Unit Owner may vote by proxy at any meeting of the Unit Owners. Any proxy to be valid must be executed in writing by the Unit Owner granting such proxy."

2. Article II (BOARD OF DIRECTORS (BOARD OF MANAGERS)), Section 2, shall hereafter be amended, modified and changed to read as follows in its entirety:

"Section 2. The Board shall be elected from among the Unit Owners, and each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a director may be an officer, partner or beneficiary of such Unit Owner), and each director shall also reside on the Property. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant. The President, with the approval of the Board, shall appoint a nominating committee consisting of five (5) Unit Owners at least sixty (60) days in advance of the annual meeting of the Unit Owners or a special meeting called for the

purpose of electing a director or directors. Within seven (7) days after the appointment of the nominating committee, notice shall be given to the Unit Owners of the names of the members of the nominating committee, which notice shall also state that any Unit Owners who desire shall submit to the nominating committee names of Unit Owners whom they think should be nominated as directors of the Association. At least thirty-five (35) days before such meeting of the Unit Owners, the nominating committee shall send a list of the nominees selected by it (and who have consented to be nominated) to the Board of Directors, which shall notify the Unit Owners of the names of such nominees at least thirty (30) days prior to the meeting. At such meeting of the Unit Owners, any Unit Owner or Unit Owners may nominate for election as director any person meeting the qualifications set forth in the first sentence of this Section 2."

3. Article III (OFFICERS), Section 1, Subsection (c) shall hereafter be amended, modified and changed to read as follows in its entirety:

"(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 need not be a Unit Owner;"

4. Article V (USE AND OCCUPANCY RESTRICTIONS), Section 2, shall hereafter be amended, modified and changed to read as follows in its entirety:

"Section 2. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the garage, laundry room, management office, and other special areas shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or any portion thereof. Prior notice of any such entry into a Unit, if reasonably possible, shall be given to the Unit Owner or occupant of such Unit. In the event prior notice of such entry was not given to the Unit Owner or occupant of such Unit, the

Board shall notify the Unit Owner or occupant, as promptly as possible following the entry, of the date of entry, the reason or reasons for the entry and the names of those persons making the entry."

5. Article V (USE AND OCCUPANCY RESTRICTIONS), Section 6, shall hereafter be amended, modified and changed to read as follows in its entirety:

"Section 6. 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 administrative rules and regulations of the Board."

6. Article V (USE AND OCCUPANCY RESTRICTIONS), Section 8, shall hereafter be amended, modified and changed to read as follows in its entirety:

"Section 8. The Common Elements shall not be damaged by any Unit Owner, whether from within or outside of his respective Unit, nor shall he cause damage to other Units, whether by himself or by a member of his family, a guest, household help or other authorized occupant or visitor. If, due to a household pet, or the negligent or intentional act or omission of a Unit Owner, or of a member of his family or of a guest, household help or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacements shall be required which would otherwise be at the common expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association."

7. Except as hereunder modified or amended, all other terms, conditions and provisions of the By-laws of the Association heretofore filed of record shall remain the same and in full force and effect.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to be executed by the President and the Secretary of the Association as of the date first above written.

HANLEY TOWERS APARTMENTS, A  
CONDOMINIUM

By: Herbert M. Talcoff  
Herbert M. Talcoff, President

ATTEST:

Rosemary Valle  
Rosemary Valle, Secretary

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

On this 24TH day of June, 1993, before me appeared Herbert M. Talcoff to me personally known, who, being by me duly sworn, did say that he is the President of Hanley Towers Apartments, a Condominium, a not-for-profit corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said Corporation, and that the instrument was signed and sealed on behalf of said Corporation, by authority of said Corporation and said Herbert M. Talcoff 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 on the date first above written.

Jerome M. Steiner  
Notary Public Jerome M. Steiner, Notary Public  
St. Louis County, Mo.  
My Commission Expires 8-10-95

My term expires:

LEGAL DESCRIPTION OF  
HANLEY TOWERS APARTMENTS

A tract of land in U.S. Surveys 2484 and 2888 and in Fractional Section 15 Township 45 North, Range 6 East and being more particularly described as follows: Beginning at a point in the East line of Hanley Road, (60 feet wide) at the Northwest corner of property conveyed to Pevely Dairy Company by deed recorded in Book 1252 Page 294 of the St. Louis County Records, thence North 6 degrees 33 minutes East along the East line of Hanley Road 103.49 feet, thence continuing along the East line of Hanley Road, North 6 degrees 36 minutes East 106.67 feet to the point of intersection of the East line of Hanley Road with the South line of property conveyed to Gissy Realty and Investment Company by deed recorded in Book 3804 page 292 of the St. Louis County Records, thence leaving Hanley Road and running South 83 degrees 22 minutes East along the South line of said Gissy Realty and Investment Company property 389.11 feet to a point in the West line of Block 34 of Moorlands Additions, a Subdivision recorded in Plat Book 18 pages 6 and 7 of the St. Louis County records, thence South 8 degrees 40 minutes West along the West line of said Block 34 of Moorlands Addition 185.81 feet to the point of intersection of the West line of said Block 34 with the North line of said property conveyed to Pevely Dairy Company by deed recorded in Book 1252 page 294 of the St. Louis County Records, thence along the North lines of said Pevely Dairy Company property the following courses and distances: North 78 degrees 10 minutes West 124.26 feet and South 88 degrees 58 minutes West 287.42 feet to the point of beginning, according to a Survey thereof executed by Elbring Surveying Company on May 24, 1965.

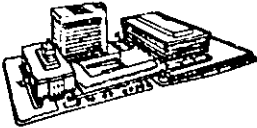
# RECORDER OF DEEDS • ST. LOUIS COUNTY MISSOURI

TO RECORD AN INSTRUMENT, FILE A MAP OR A LITIGATION CASE



MAILED TO

OF DAY



DANIEL T. O'LEARY  
RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver  
Director of Revenue



## RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF  
INSTRUMENT, AND ALSO  
AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

93 JUL -1 PM 12: 16

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

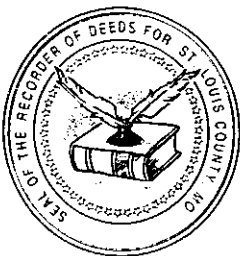
ST. LOUIS COUNTY, MO.

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

*Daniel T. O'Leary*  
Recorder of Deeds  
St. Louis County, Missouri

By *D. Hall*  
Deputy Recorder



BOOK 9780 PAGE 1144

POSTAGE \$

\_\_\_ N. P.  
\_\_\_ N. P. C.  
\_\_\_ N. N. C.  
\_\_\_ N. N. I.

**END OF DOCUMENT**  
**Do Not Remove This Page**

RECORDING  
FEES

DOCUMENT \$ 20

STATE USER \$ 4.00

FAHF FUND \$ 3.00

RECORDED  
ST. LOUIS COUNTY, MO.  
JUL 1 1993

001057 JUL -1 93

Notation



6  
TOTAL \$ 27

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Destination  
Code





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GERALD E. SMITH, RECORDER OF DEEDS  
ST. LOUIS COUNTY MISSOURI  
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF  
INSTRUMENT  
AMDT

GRANTOR

TO

GRANTEE

HANLEY TOWERS APARTMENTS  
ETAL

PROPERTY  
DESCRIPTION:

US SURVEY 2484 &amp; 2888 IN SEC 15 TWN 45N RNG 6E

Lien Number

Notation

Locator

**NOTE:** I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to **TYPE OF INSTRUMENT**, the **NAMES** of the **GRANTOR** and **GRANTEE** as well as the **DESCRIPTION** of the **REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

## RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number

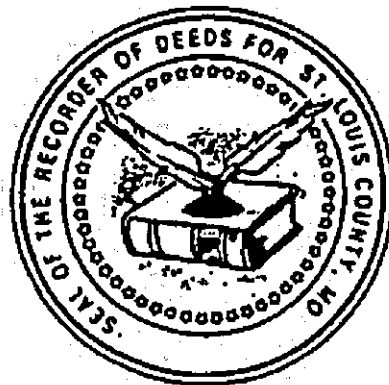
00609

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 25 day of June 2019 at 12:30PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB

Deputy Recorder



*Gerald E. Smith*  
Recorder of Deeds  
St. Louis County, Missouri

Recorder of Deeds  
St. Louis County, Missouri

Mail to:

Carmody MacDonald, P.C. (E)  
120 South Central  
Suite 1800  
Clayton, MO 63105

Destination code: 4000

RECORDING FEE 36.00  
(Paid at the time of Recording)

LICENSED TO DATA TREE AND NOT FOR SALE

Space Above for Recorder's Use Only  
**DOCUMENT COVER SHEET**

Date of Document: June 25, 2019

Title of Document: Amendment to Declaration of Condominium Ownership for Hanley Towers Apartments

Grantor: Hanley Towers Apartments, a Condominium, a Missouri nonprofit corporation

Grantor's Address: 900 S. Hanley Rd.  
St. Louis, MO 63105

Grantee: Hanley Towers Apartments, a Condominium, a Missouri nonprofit corporation

Grantee's Address: 900 S. Hanley Rd.  
St. Louis, MO 63105

Legal Description: See Exhibit A

Prior Recording Information: Book 6656, Page 125

After recording return to:  
Stephen G. Davis, Esq.  
Carmody MacDonald, P.C.  
120 S. Central Ave., Suite 1800  
St. Louis, MO 63105

**AMENDMENT TO DECLARATION OF CONDOMINIUM  
OWNERSHIP FOR HANLEY TOWERS APARTMENTS**

This Amendment to Declaration of Condominium Ownership of Hanley Towers Apartments ("Amendment") is made with the consent of Unit Owners owning not less than seventy-five percent (75%) in the aggregate of the total ownership interest in the Common Elements.

**WHEREAS**, Hanley Towers Apartments, a Condominium, a Missouri nonprofit corporation (the "*Association*") is subject to that certain Declaration of Condominium Ownership for Hanley Towers Apartments recorded in Book 6656, Page 125 of the Office of the Recorder of Deeds of St. Louis County, Missouri (as amended, modified and restated from time to time, the "*Declaration*") subjecting the real estate more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "*Condominium*") to the terms and conditions set forth in the Declaration;

**WHEREAS**, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meaning set forth in the Declaration, unless otherwise specified in this Amendment.

**WHEREAS**, Article 23 of the Declaration provides that the Declaration may be amended by consent of the Unit Owners owning seventy-five percent (75%) of the total ownership interest in the Common Elements of Hanley Towers Apartments, which consent must be in writing.

**NOW THEREFORE**, pursuant to the authority referenced above, the Declaration is hereby amended as follows:

Article 8 of the Declaration is hereby amended by adding the following paragraph to the end of such Article:

"Notwithstanding anything contained herein or in the By-Laws to the contrary, if any Unit Owner shall fail or refuse to make any such payment of such Unit Owner's proportionate share of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property and the Association may assess such late fees as the Association may establish for delinquent assessments from time to time as well as charge the Unit Owner for any costs of collection and/or attorneys' fees incurred by the Association in connection with such delinquency, collection efforts and/or preparation of a lien therefor. Such delinquent Assessments shall bear interest until paid in full at the lesser of (i) the rate of fifteen percent (15%) per annum or (ii) the highest rate allowed by law. The Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the By-Laws or this Declaration, or otherwise available at law or in equity, for the collection of all unpaid Common Expenses."

Article 21 of the Declaration is hereby amended by adding the following paragraph to the end of such Article:

"The foregoing provisions of this Article 21 shall, from the Effective Date, not apply to leases, provided however, in lieu thereof, the following paragraphs shall apply to leases of Units beginning on the Effective Date:

Any Unit Owner who leases or rents the Unit Owner's condominium Unit shall have a written lease which shall be subject to the provisions of this Declaration and the By-Laws and said lease shall so state. No Unit may be leased or rented for transient or hotel type

purposes. No Unit Owner may lease or rent less than the entire Unit nor shall any Unit be leased for any other purpose other than private residential use. All leases shall be in writing and shall be signed by the Unit Owner. No Unit may be leased and no lease or rental contract may be made for duration of less than twelve (12) consecutive months of occupancy by the tenant named in the written lease. All Unit Owners and leases shall comply with the terms, conditions, restrictions, and covenants contained in the Lease Addendum attached hereto as Exhibit C and incorporated herein by reference. The Association may from time to time place any additional restrictions, limitations, conditions or covenants upon leasing of Units as it deems necessary and proper.

Leasing of Units will be limited to fifteen percent (15%) of the total number of Units in the Condominium. This percentage represents 10 of a total of 70 Units.

After the percentage of Units being leased within the Condominium reaches fifteen percent (15%), no additional leases will be approved until current leases are terminated or leased Units are released from the lease.

All Unit Owners must notify the Association when a lease is renewed, extended or terminated. All Unit Owners must notify the Association of any updates, modifications or changes to their lease agreements and provide the Association with a copy of such updated documents."

The following new Article 28 is hereby added to the Declaration:

"In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, Units or the Common Elements, the Association may from time to time adopt, promulgate, amend and modify such other reasonable rules, regulations, and policies with respect to the Units, Unit Owners and/or Common Elements as it may deem necessary and proper."

Grandfathering: All Units which are occupied by non-Unit Owners as of the Effective Date of this Amendment shall be grandfathered from the foregoing provisions until such Unit shall be vacated by such non-Unit Owner. Notwithstanding the foregoing, with respect to any Unit Owner who did not consent to this Amendment, such Unit Owner shall be grandfathered from the foregoing provisions until the later of (i) the sale of such Unit Owner's Unit or (ii) with respect to a Unit that is being leased as of the date of sale of such Unit, the date said lease is terminated or the leased Unit is released from said lease.

The recitals and whereas clauses set forth herein are hereby incorporated into this Amendment and form a part hereof. This Amendment may be executed in one or more counterparts.

This Amendment shall be effective as of the date of recording in the St. Louis County Recorder of Deeds Office ("Effective Date"). If any provision of this Amendment is found to be in conflict with the Declaration, this Amendment shall control. The Declaration, as herein amended, is in all ways ratified, confirmed and remains in full force and effect.

As required by Article 23 of the Declaration, the Unit Owners owning at least seventy-five percent (75%) of the total ownership interest in the Common Elements of Hanley Towers Apartments, have provided their written consent to the foregoing amendments, modifications and changes to the Declaration.

The undersigned President of the Association has caused this Amendment to be prepared, executed and recorded and by such does hereby certify on behalf of the Association that requirements of Article 23 the Declaration have been satisfied.

IN WITNESS WHEREOF, the President of the Association, on behalf of the Association has executed this Amendment as of the date indicated below.

Hanley Towers Apartments, a Condominium,

By: Frances Milsch  
 Print Name: Frances Milsch  
 Title: President  
 Date: June 17, 2019

STATE OF MISSOURI

COUNTY OF ST. LOUIS

On this 17<sup>th</sup> day of June, 2019, before me personally appeared Frances Milsch who being by me duly sworn, did say that he/she is the President of Hanley Towers Apartments, a Condominium, and that the foregoing was executed for the purpose stated herein and acknowledged that he/she executed this instrument on behalf of said Association as its free act and deed.

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

Jenna I Koppf  
 Notary Public

My Commission Expires:

June 5, 2021

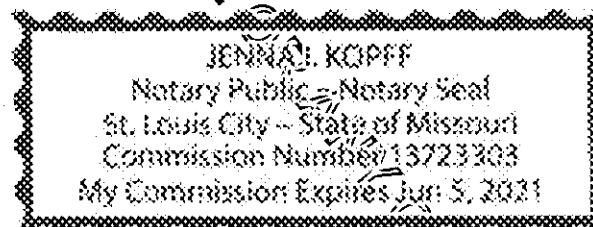


Exhibit A

A tract of land in U.S. Surveys 2484 and 2888 and in Fractional Section 15 Township 45 North, Range 6 East and being more particularly described as follows: Beginning at a point in the East line of Hanley Road, (60 feet wide) at the Northwest corner of property conveyed to Pevely Dairy Company by deed recorded in Book 1252 Page 294 of the St. Louis County Records, thence North 6 degrees 33 minutes East along the East line of Hanley Road 103.49 feet, thence continuing along the East line of Hanley Road, North 6 degrees 36 minutes East 100.67 feet to the point of intersection of the East line of Hanley Road with the South line of property conveyed to Cissy Realty and Investment Company by deed recorded in Book 3504 page 292 of the St. Louis County Records, thence leaving Hanley Road and running South 83 degrees 22 minutes East along the South line of said Cissy Realty and Investment Company property 389.11 feet to a point in the West line of Block 34 of Moorlands Addition, a Subdivision recorded in Plat Book 18 pages 6 and 7 of the St. Louis County records, thence South 6 degrees 40 minutes West along the West line of said Block 34 of Moorlands Addition 185.81 feet to the point of intersection of the West line of said Block 34 with the North line of said property conveyed to Pevely Dairy Company by deed recorded in Book 1252 page 294 of the St. Louis County Records, thence along the North lines of said Pevely Dairy Company property the following courses and distances: North 78 degrees 10 minutes West 121.26 feet and South 88 degrees 38 minutes West 267.42 feet to the point of beginning, according to a Survey thereof executed by Elbring Surveying Company on May 24, 1965.



\* 2 0 1 9 0 6 2 5 0 0 6 1 0 \*

GERALD E. SMITH, RECORDER OF DEEDS

ST. LOUIS COUNTY MISSOURI

41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF  
INSTRUMENT  
AMDT

GRANTOR

TO

GRANTEE

HANLEY TOWERS APTS ETAL

PROPERTY  
DESCRIPTION:

US SURVEY 2484 &amp; 2888 IN SEC 15 TWN 45N RNG 6E

Lien Number

Notation

Locator

**NOTE:** I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to **TYPE OF INSTRUMENT**, the **NAMES** of the **GRANTOR** and **GRANTEE** as well as the **DESCRIPTION** of the **REAL PROPERTY** affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the **ATTACHED DOCUMENT** governs. Only the **DOCUMENT NUMBER**, the **DATE** and **TIME** of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this **CERTIFICATION SHEET**.

## RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number

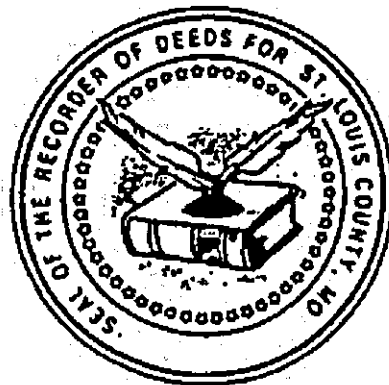
00610

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 6 pages, (this page inclusive), was filed for record in my office on the 25 day of June 2019 at 12:30PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB

Deputy Recorder



Recorder of Deeds  
St. Louis County, Missouri

Mail to:

Carmody MacDonald, P.C. (E)  
120 South Central  
Suite 1800  
Clayton, MO 63105

Destination code: 4000

RECORDING FEE 36.00  
(Paid at the time of Recording)



LICENSED TO DATA TREE AND NOT FOR SALE

Space Above for Recorder's Use Only  
**DOCUMENT COVER SHEET**

Date of Document: June 25, 2019

Title of Document: Amendment to By-Laws of Hanley Towers Apartments, a Condominium

Grantor: Hanley Towers Apartments, a Condominium, a Missouri nonprofit corporation

Grantor's Address: 900 S. Hanley Rd.  
St. Louis, MO 63105

Grantee: Hanley Towers Apartments, a Condominium, a Missouri nonprofit corporation

Grantee's Address: 900 S. Hanley Rd.  
St. Louis, MO 63105

Legal Description: See Exhibit A

Prior Recording Information: Book 6656, Page 134

After recording return to:  
Stephen G. Davis, Esq.  
Carmody MacDonald, P.C.  
120 S. Central Ave., Suite 1800  
St. Louis, MO 63105

**AMENDMENT TO BY-LAWS OF  
HANLEY TOWERS APARTMENTS, A CONDOMINIUM**

This Amendment to the By-Laws of Hanley Towers Apartments, a Condominium ("Amendment") is made with the approval of a majority of the Unit Owners in the Association (defined below).

**WHEREAS**, Hanley Towers Apartments, a Condominium, a Missouri nonprofit corporation (the "*Association*") is governed by those certain By-Laws of Hanley Towers Apartments, a Condominium recorded in Book 6656, Page 134 of the Office of the Recorder of Deeds of St. Louis County, Missouri, as amended on February 28, 1986, such amendment recorded in Book 7880, Page 101 of the Recorder of Deeds of St. Louis County, Missouri, and as amended on May 1, 1993, such amendment recorded in Book 9780, Page 1139 of the Recorder of Deeds of St. Louis County, Missouri (as amended, modified and restated from time to time, the "*By-Laws*") subjecting the Association to the terms and conditions set forth in the By-Laws.

**WHEREAS**, reference is hereby made to the By-Laws for all purposes, and any and all capitalized terms used herein shall have the meaning set forth in the By-Laws, unless otherwise specified in this Amendment.

**WHEREAS**, Article VI of the By-Laws provides that the By-Laws may be amended by action or approval of a majority of the Unit Owners (as such majority is defined in that certain Declaration of Condominium Ownership for Hanley Towers Apartments recorded in Book 6656, Page 125 of the Office of the Recorder of Deeds of St. Louis County, Missouri (as amended, modified and restated from time to time, the "*Declaration*")) of Hanley Towers Apartments.

**NOW THEREFORE**, pursuant to the authority referenced above, the By-Laws are hereby amended as follows:

Article II, Section 1 of the By-Laws is hereby deleted in its entirety and replaced with the following:

"The board of directors of the Association (referred to in said Declaration and in the Condominium Property 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 consist of five (5) persons elected by the Unit Owners on a cumulative basis. At the first annual meeting following the recording of this Amendment, one director shall be elected for a term of one year, two directors for a term of two years and two directors for a term of three years. At each annual election the successor of the director or directors whose term shall expire that year shall be elected to hold office for the term of three years, so that the term of office of one or two directors, as applicable, shall expire in each year. (The word "director" as sometimes used herein shall mean a person elected to and serving on the Board.)"

Article II, Section 2 of the By-Laws is hereby deleted in its entirety and replaced with the following:

"The Board shall be elected from among the Unit Owners, and each director shall be a Unit Owner or the partner as listed on the deed of a Unit Owner (or, if a Unit Owner is a corporation, partnership, LLC or trust, a director may be an officer, partner, member or beneficiary of such Unit Owner), and each director shall also reside on the Property. If a director shall cease to meet such qualifications during his or her term, he or she shall thereupon cease to be a director and his or her place on the Board shall be deemed vacant."

Article II, Section 3 of the By-Laws is hereby deleted in its entirety and replaced with the following:

“Any vacancy occurring in the Board shall be filled by the election of the then remaining members of the Board for the remaining term of the former Director.”

Article IV, Section 7 of the By-Laws is hereby amended by increasing the amount of a capital expenditure that may be approved by the Board without Unit Owner approval from Ten Thousand Dollars (\$10,000.00) to Seventy-five Thousand Dollars (\$75,000.00), increased by 3%, on a cumulative basis, on January 1<sup>st</sup> of each year, commencing on January 1, 2020, i.e., on January 1, 2020 the threshold will increase to \$77,250 and on January 1, 2021 the threshold will increase to \$79,567.50.

The recitals and whereas clauses set forth herein are hereby incorporated into this Amendment and form a part hereof. This Amendment may be executed in one or more counterparts.

This Amendment shall be effective as of the date of recording in the St. Louis County Recorder of Deeds Office (“Effective Date”). If any provision of this Amendment is found to be in conflict with the By-Laws, this Amendment shall control. The By-Laws, as herein amended, are in all ways ratified, confirmed and remain in full force and effect.

As required by Article VI of the By-Laws, a majority of the Unit Owners have approved the foregoing amendments, modifications and changes to the By-Laws.

The undersigned President of the Association has caused this Amendment to be prepared, executed and recorded and by such does hereby certify on behalf of the Association that requirements of Article VI of the By-Laws have been satisfied.

[Signature page follows]

IN WITNESS WHEREOF, the President of the Association, on behalf of the Association has executed this Amendment as of the date indicated below.

Hanley Towers Apartments, a Condominium.

By: Frances Misk

Print Name: Frances Misk

Title: President

Date: June 17, 2019

STATE OF MISSOURI

SS.

COUNTY OF ST. LOUIS

On this 17<sup>th</sup> day of June, 2019, before me personally appeared Frances Misk who being by me duly sworn, did say that he/she is the President of Hanley Towers Apartments, a Condominium, and that the foregoing was executed for the purpose stated herein and acknowledged that he/she executed this instrument on behalf of said Association as its free act and deed.

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

Jenna I. Kopff  
Notary Public

My Commission Expires:

June 5, 2021

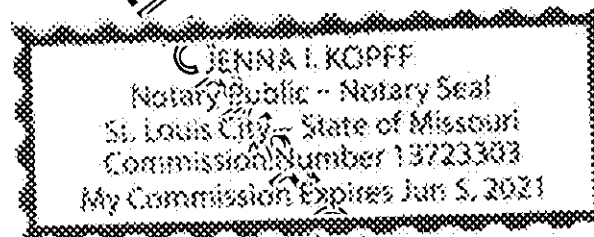


Exhibit A

A tract of land in U.S. Surveys 2484 and 2588 and in Fractional Section 15 Township 45 North, Range 6 East and being more particularly described as follows: Beginning at a point in the East line of Hanley Road, (60 feet wide) at the Northwest corner of property conveyed to Pevely Dairy Company by deed recorded in Book 1252 Page 294 of the St. Louis County Records, thence North 6 degrees 33 minutes East along the East line of Hanley Road 103.49 feet, thence continuing along the East line of Hanley Road, North 6 degrees 36 minutes East 106.67 feet to the point of intersection of the East line of Hanley Road with the South line of property conveyed to Gissy Realty and Investment Company by deed recorded in Book 3304 page 292 of the St. Louis County Records, thence leaving Hanley Road and running South 83 degrees 22 minutes East along the South line of said Gissy Realty and Investment Company property 389.11 feet to a point in the West line of Block 34 of Moorlands Addition, a Subdivision recorded in Plat Book 18 pages 6 and 7 of the St. Louis County records, thence South 6 degrees 40 minutes West along the West line of said Block 34 of Moorlands Addition 185.81 feet to the point of intersection of the West line of said Block 34 with the North line of said property conveyed to Pevely Dairy Company by deed recorded in Book 1252 page 294 of the St. Louis County Records, thence along the North lines of said Pevely Dairy Company property the following courses and distances: North 78 degrees 10 minutes West 151.28 feet and South 83 degrees 58 minutes West 267.42 feet to the point of beginning, according to a Survey thereof executed by Elbring Surveying Company on May 24, 1965.