

**BAYWOOD VILLAGES CONDOMINIUM**

**RESTATEMENT  
of  
DECLARATION**

**594**

**PAYWOOD VILLAGES CONDOMINIUM  
RESTATMENT of DECLARATION**

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**BAYWOOD VILLAGES CONDOMINIUM  
RESTATEMENT OF DECLARATION**

WHEREAS, Developer submitted certain parcels of real property, together with all improvements thereon, to the Condominium Property Act of Missouri, Sections 448.005 to 448.210, Mo.Rev.Stat., by virtue of the "Declaration of Condominium By-Laws and Indenture of Baywood Villages Townhouses", as recorded on October 19, 1981 in Book 7366, Pages 270-298 of the St. Louis County Records, as amended by instruments recorded in Book 7366, Page 917; Book 7377, Page 681; Book 7395, Page 1500; Book 7423, Page 2088; Book 7476, Page 1581; Book 7539, Page 1359; Book 7599, Page 208; Book 7668, Page 2498; Book 7742, Page 18; Book 7764, Page 570; Book 7825, Page 2038; Book 7863, Page 592; Book 7917, Page 1355; Book 8085, Page 192; Book 8250, Page 307; and Book 8435, Page 1825; all as recorded in the official records of the Office of the Recorder of Deeds of St. Louis County (hereinafter referred to as "Declaration"), and

WHEREAS, the "Uniform Condominium Act of Missouri (hereinafter referred to as the "Act"), sections 448.1-101 to 448.4-120, Mo.Rev.Stat., authorizes amendment of the Declaration by adoption of any of sections 448.1-101 to 448.4-120; provided, however, that such amendment shall be adopted in conformity with the procedures and requirements specified in the Declaration and the Condominium Property Act of Missouri; and

WHEREAS, Section 13.2 of the Declaration provides that the Declaration may be amended; provided, however, that it shall contain at all times the minimum requirements imposed by Sections 448.005 to 448.210, in particular Sections 448.180 and 448.140; and

WHEREAS, Section 13.2 of the Declaration authorizes the unit owners to amend the Declaration as provided therein or in compliance with subsequent statutory enactment; that such subsequent statute has been enacted in Section 448.2-117 of the Act, and that said Section 448.2-117 is deemed to be applicable to amendment of the Declaration; and

WHEREAS, the unit owners of Baywood Villages Condominium, in compliance with Section 13.2 of the Declaration and Section 448.2-117 of the Act, desire to amend the Declaration for the purpose of adopting certain provisions of the Act, as hereinafter set forth:

NOW THEREFORE, the unit owners of Baywood Villages Condominium, pursuant to the authority and procedure to amend as set forth in the Declaration and in accordance with Section 448.2-117 of the Uniform Condominium Act of Missouri, do hereby amend the Declaration as follows:

1. The Declaration of Condominium By-Laws and Indenture of Baywood Villages Townhouses as amended by the hereinabove-described recorded instruments, is hereby deleted in its entirety, and a Restatement of Declaration of Baywood Villages Condominium substituted in lieu thereof and that Baywood Villages Condominium is hereby submitted to the Uniform Condominium Act of Missouri, Sections 448.1-101 through 448.4-120, as follows:

**ARTICLE ONE**  
**DEFINITIONS**

1.1 "Act" means the Uniform Condominium Act of Missouri, Sections 448.1-101 to 448.4-120, Mo.Rev.Stat.:

1.2 "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and the votes in the Association allocated to each Unit;

1.3 "Association" means the Baywood Villages Condominium Association organized under Chapter 355, Mo.Rev.Stat., Section 448.3-101 of the Act and Article Ten herein;

1.4 "Board of Directors" or "Board" means the body, designated in Article Eleven of this Declaration to act on behalf of the Association;

1.5 "By-Laws" means the By-Laws of the Association, as amended from time to time.

1.6 "Common Elements" means all portions of the Condominium other than the Units;

1.7 "Common Expenses" means the expenses and financial liabilities of the Association, including:

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements, except those portions of the Limited Common Elements designated as the responsibility of the Unit Owners;
- (b) Expenses declared to be Common Expenses by the Act, Declaration or By-Laws;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

1.8 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Section 448.2-107 of the Act and Section 5.1 of this Declaration.

1.9 "Condominium" means Baywood Villages Condominium, and the real property described in Exhibit "A" attached hereto, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions;

1.10 "Declarant" means J&A Development Company, a Missouri corporation, and any transferee or successor for purposes of completing the Condominium construction program as shown on the plat or amended plats;

1.11 "Declaration" or "Restatement" means this instrument and any amendments thereto;

1.12 "Director" means a member of the Board of Directors;

1.13 "Dispose" or "Disposition" means a voluntary transfer to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a Security interest;

1.14 "Documents" means the Declaration, recorded Plat and Plans, the By-Laws, and Board Rules and Regulations as they be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document;

1.15 "Eligible Mortgagee" means the holder of a Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article Nineteen.

1.16 "Identifying Number" means a symbol or address that identifies only one Unit in the Condominium;

1.17 "Improvements" means any construction, structure, fixture or facilities existing or to be constructed on the land included in the Condominium, including but not limited to, buildings, clubhouse, swimming pool, tennis courts, fences, trees and shrubbery planted by the Declarant or the Association, paving, utility service, pipes, and light poles;

1.18 "Limited Common Elements" means the portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the units by the Declaration or by operation of Subsections (2) and (4) of Section 448.2-102 of the Act. The Limited Common Elements in the Condominium are described in Section 4.3 of this Declaration;



1.19 "Majority" or "Majority of Unit Owners" means the owners of more than fifty percent (50%) of the votes in the Association.

1.20 "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 13.1 of this Declaration;

1.21 "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 13.2 of this Declaration;

1.22 "Person" means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however, that in the case of a land trust, "person" means the beneficiary of the trust rather than the trust or the trustee;

1.23 "Plat" means the plat or plats, or survey or surveys, together with amendments thereto, of the parcel, all improvements and structures erected, constructed or contained therein or thereon, including the buildings 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 Sections 448.005 through 448.210, Mo.Rev.Stat., said Plats being recorded in Plat Book 210, Pages 58-60; Plat Book 210, Pages 62-63; Plat Book 212, Pages 74-75; Plat Book 214, Pages 57-59; Plat Book 218, Pages 1-4; Plat Book 222, Pages 21-26; Plat Book 226, Pages 44-46; Plat Book 231, Pages 32-35; Plat Book 236, Pages 38-39; Plat Book 237, Pages 80-82; Plat Book 242, Pages 4-6; Plat Book 244, Pages 40-42; Plat Book 249, Pages 43-44; Plat Book 259, Pages 21-22; of the official records of the Recorder of Deeds, County of St. Louis, State of Missouri.

1.24 "Rules" or "Rules and Regulations" means rules for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Executive Board pursuant to this Declaration;

1.25 "Security Interest" means an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents and any other consensual lien or title retention contract intended as security for an obligation;

1.26 "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to the plat and amended plats;

1.27 "Unit Owner" or "Owner" means a Declarant or other Person who owns a Unit, but does not include a person having an interest in a unit solely as security for an obligation.

**ARTICLE TWO**  
**NAME OF CONDOMINIUM AND OF ASSOCIATION**

2.1 Condominium. The name of the Condominium is Baywood Villages Condominium.

2.2 Association. The name of the Association is Baywood Villages Condominium Association.

**ARTICLE THREE**  
**LOCATION**

The entire Condominium is situated in the County of St. Louis, State of Missouri, and is located on land described in Exhibit "A" of this Declaration.

**ARTICLE FOUR**  
**NUMBER OF UNITS; BOUNDARIES OF UNITS; LIMITED COMMON ELEMENTS**

4.1 Units. The location and dimensions of each building and Unit are depicted in the Plat. The number of Units is one hundred sixty-one (161).

4.2 Subdivision, Conversion, and Relocation of Boundaries of Units. The subdivision of a Unit by a Unit Owner is expressly prohibited. Subject to other provisions of law and the procedure set forth in Section 448.2-112 of the Act, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Unit Owners of those Units.

4.3 Unit Boundaries; Common Elements; Limited Common Elements.

- (a) The boundaries of each Unit are shown on the Plat and are described as its walls, floor, and ceiling, and including the living portions and garage and basement areas which are for the exclusive use of the Unit Owner of the Unit. Utilities, appliances and fixtures occurring within the units are included.
- (b) The Common Elements include all portions of the Condominium other than the Units. All



surface parking spaces are Common Elements.  
(c) The Limited Common Elements include those portions of the Common Elements allocated by this Declaration and the Plat.

(d) Subject to paragraphs (a), (b) and (c) of this Section,

1. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, carpeting, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions, including structural members, of the walls, floors, or ceilings are a part of the Common Elements;

2. If any flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements;

3. Subject to the provisions of subdivision (2) of this paragraph, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit;

4. Any patio, greenhouse, deck, connecting terrace, balcony, porch, shutters, doorsteps, steps, enclosed yard, storage areas, driveway, walkway, skylight, awning, window box, planter, entrance way and door or gate thereto, exterior door and window, or other fixture designed to serve a single Unit, but located outside the Unit's boundaries, is a Limited Common Element allocated exclusively to that Unit.

5. Any hallway, entrance, elevators, emergency stairs, garage or storage area, including electrical fixtures and heat exchanges, designed to serve less than all of the unit owners but located outside of the boundaries of the Units, is a Limited Common Element allocated exclusively to those Units which it was designed to serve.

(e) Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures, storage portions and parking spaces situated in locations that are de-

tached or semi-detached from the principal occupied portion of the Units. Such special portions are a part of the Unit notwithstanding their non-contiguity with the residential portions.

- (f) If the definition contained in this Section 4.3 is inconsistent with the Plats or Plans, then this definition shall control.

4.4 Separate Parcels. Each Unit which has been created, together with its interests in the Common Elements, constitutes for all purposes a separate parcel of real estate, and shall be separately taxed and assessed.

#### ARTICLE FIVE ALLOCATION OF ALLOCATED INTERESTS

5.1 Allocation of Allocated Interests. The allocation of Allocated Interests is as follows:

- (a) Common Element Ownership Interests are allocated on the basis of the floor area of each Unit as a percentage of the floor area of all the Units in the aggregate, as depicted in Exhibit "B" attached hereto.
- (b) Common Expense Liability for Common Expenses of the Condominium is allocated to each Unit Owner on the same basis as specified in Section 5.1(a); for Common Expenses associated with certain Limited Common Elements the interest of each Unit Owner in the Midrise Buildings (identified by the Plat as Buildings G-1, G-2 and G-3) shall be allocated on the basis of the floor area of each Midrise Building Unit as a percentage of the floor area of all the Midrise Building Units in the aggregate and the interest of each Unit Owner in the Townhouse Buildings (identified by the Plat as all Buildings containing Units other than the Midrise Buildings) shall be allocated on the basis of the floor area of each Townhouse Building Unit as a percentage of the floor area of all the Townhouse Building Units in the aggregate; provided, however, that this Section shall not prohibit the apportionment of certain Common Expenses to particular Units pursuant to Section 5.2 of this Declaration.
- (c) Votes in the Association, for all purposes including but not limited to adopting, rati-

fyng or approving the budget or expenditures affecting the Condominium, electing Directors and amending the Declaration, are allocated on an equal basis, i.e., each Unit having one vote.

5.2 Common Expense Assessments

- (a) Assessments shall be made at least annually, be based on an annual budget and be payable in monthly installments, or as the Board may direct.
- (b) Except for assessments under Subsections (c) and (d) of this Section, all Common Expenses shall be assessed against all the Units in accordance with the allocations set forth in Section 5.1.
- (c) Notwithstanding the allocations stated in Section 5.1(b),
  - (1) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the group of Units to which that Limited Common Element is assigned, equally or on the basis specified in Section 5.1(b) as is deemed equitable by the Board under the circumstances.
  - (2) Any Common Expense, or portion thereof, which benefits fewer than all of the Units, shall be assessed exclusively against the group of Units benefited equally or on the basis specified in Section 5.1(b) as is deemed equitable by the Board under the circumstances.
  - (3) Any Common Expense, or portion thereof, for utilities, services, maintenance, repair or replacement, the cost of which is equal per Unit, may be charged, passed through, or directly billed to each Unit or to those Units benefiting therefrom.
  - (4) Any Common Expense for services provided by the Association to an



individual Unit or group of Units at the request of the Unit Owners shall be assessed against the Unit(s) which benefits from such service.

- (5) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (6) An Common Expense, the benefits of which accrue equally to each Unit or to a group of less than all the Units may be assessed equally to each Unit or to the Units in the group benefiting therefrom.
- (7) Fees, charges, late charges, fines, collection costs, interest and attorney's fees charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense assessments.
- (d) Assessments to pay a judgment against the Association shall be made only against the Unit Owners of the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.
- (e) Any Unit Owner, following Notice and Hearing, shall be liable for any damages to any person, any other Unit or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit, including but not limited to all mechanical and electrical systems, or Limited Common Elements assigned by this Declaration.
- (f) The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.
- (g) If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

**ARTICLE XIX**  
**MAINTENANCE, REPAIR and REPLACEMENT**

**6.1 Common Elements.** The Association shall maintain, repair and replace all of the Common Elements.

**6.2 Units.** Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit and Limited Common Elements. The exterior of the exterior doors, windows and garage doors shall be painted by the Association.

**6.3 Limited Common Elements.**

- (a) In the Townhouse Buildings, the Association shall maintain, repair and replace the stoops, decks, walkways and driveways and the exterior doors, windows and garage doors associated with the Units.
- (b) In the Midrise Buildings, the Association shall clean, maintain, repair and replace all entrances, hallways, stairs, garages, and electrical fixtures and heat exchangers in such areas. The Association shall maintain, repair and replace all stoops, decks, walkways and driveways.
- (c) Each Unit Owner shall maintain, repair and replace at his own expense any alteration, decoration, addition, removal or change made by the Unit Owner outside his Unit, whether with or without the approval of the Board as provided in Article Fifteen.
- (d) In the event any alteration, decoration, addition, removal or change as is defined in Section 6.3(c) becomes deteriorated or unsightly in the opinion of the Board, the Board may, after Notice and Hearing, require the Unit Owner to repair or replace it at Unit Owner's expense.
- (e) Each Unit Owner shall be responsible for removing all snow, leaves and debris from all patios, balconies and steps, which are Limited Common Elements appurtenant to his Unit. If any such Limited Common Element is appurtenant to two or more Units, the owners of those Units will be jointly and severally responsible for such removal.

6.4 Access. Any person authorized by the Board shall have the right of access to all portions of the Condominium for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

#### **ARTICLE SEVEN COVENANT AGAINST PARTITION**

So long as the Condominium property is subject to the Act, except as provided in the Act, the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated Interest of such Unit shall not be separate. Any deed, lease, mortgage or other instrument purporting to separate any Unit from its Allocated Interest shall be void. Except for boundary adjustment permitted in Article Sixteen hereof, no Unit Owner shall by deed, plat or otherwise, subdivide or attempt to cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding, nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall be in kind.

#### **ARTICLE EIGHT EASEMENTS**

8.1 Encroachments. Through construction, settlement or shifting of any Building, should any part of a Common Element or a Unit encroach upon any Common Element or upon any other Unit, perpetual easements for the maintenance of any such encroachment and for the use of the space acquired thereby are hereby established and shall exist for the benefit of the Unit Owner or the Common Element, as the case may be; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owner.

8.2 Easements Appurtenant to Unit. Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Elements. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio,



carport, garage, and parking space, if any, which are part of the Unit, should there be any encroachment on any Common Element. Each Unit is granted a perpetual easement to use the area outside the Building upon which the air conditioning compressor for that Unit is located.

8.3 Easements in Gross. The Condominium shall be subject to a perpetual easement in gross to the Association and the Board for ingress and egress, to perform its obligations and duties as required by this Declaration and the By-Laws.

8.4 Driveway, Walkway and Utility Easement. Easements, as shown on the Plat, are established and dedicated for driveways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, (including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, television and telephone wires and equipment and electrical conduits and wires over, under, along and on the common Elements.

8.5 Effect of Easement. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on any Unit Owner, purchaser, holder of a Security Interest or other person having an interest in any portion of the Condominium property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

#### **ARTICLE NINE RESTRICTIONS**

The use of Units and Common Elements is restricted as follows:

9.1 Occupancy. No part of any Unit shall be used for a purpose other than a single family residence, each Unit being occupied as a residence either by one (1) family or by not more than two (2) unmarried individuals and the children of either or both, without the prior written consent of the Board. A single family residence is defined as a single housekeeping unit, operating on a nonprofit, noncommercial basis between its occupants, cooking and eating with a common kitchen and dining area, with no more overnight occupants than two per bedroom as designated on the plans on file with the building official of the County of St. Louis.

9.2 Obstructions. There shall be no obstructions or storage on any portions of the Common Elements without the prior written consent of the Board. No clothes, laundry or other articles shall be hung or exposed in any portion of the common Elements or on or about the exteriors of the Buildings.

9.3 Signs. No sign of any kind shall be displayed to the

public view on any Unit or Common Element without the prior written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs on the Common Elements.

9.4 Antennas. No radio or television or other aerial, antenna, dish, tower or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed or maintained unless done so entirely within the enclosed portion of the Unit, without the prior written consent of the Board.

9.5 Pets and Animals. Each Unit is permitted to have no more than a total of one (1) dog or cat, and one (1) bird or other household animal. Otherwise, no animals, reptiles, birds, rabbits, snakes, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Condominium, except for those pets, birds or other household animals kept in a Unit which do not violate Rules and Regulations established by the Board. Pets shall not be allowed in the swimming pool area, tennis courts, or clubhouse, and shall be allowed on the Common Elements or Limited Common Elements only if securely leashed by a responsible person. There shall be no structures or exercise areas for such pets or household animals outside the Unit at any time. Owners are required to clean up after their pet or household animal. Owners agree to be responsible for damages to property or for injury done by their pet or household animal, and agree to indemnify and hold harmless the board, Association and other Unit Owners for such damage or injury. Neither this Section nor Rules and Regulations adopted by the Board shall affect the rights of Unit Owners to keep such previously permitted pets or household animals for the life of such pet or household animal provided such pets or household animals have not become a nuisance. The Board is authorized to adopt such regulations as it deems reasonable and proper, including but not limited to the following: pet permits and revocation of same, limitations on pet size, designation of areas of the Common Elements permitted for pets, complaints and notification procedures, and fine and/or penalties applicable to pet regulations.

9.6 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or disturb them by unreasonable noises or otherwise, or permit any nuisance or illegal act in his Unit or upon the Common Elements.

9.7 Business Use. Except as may be incidental to residential purposes and not create a nuisance or in any way impair the rights of any Unit Owner under this Declaration, as determined by the Board, no business, trade, occupation or profession of any kind, including but not limited to day care, shall

be conducted, maintained or permitted in any part of the Condominium.

9.8 Rules and Regulations. No person shall use the Units or Common Elements in any manner which does not conform to such Rules and Regulations which may be established by the Board from time to time.

9.9 Leases.

- (a) No Unit shall be rented by the Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than twelve (12) months or any rental if the occupants of the Unit are provided customary hotel services; provided, however, that any Unit Owner of a Unit so rented on the effective date of this Declaration shall be exempt from the foregoing provision during the tenancy of such tenant. Each Unit Owner hereby appoints the Board to act as his agent and attorney-in-fact for the purpose of enforcing the Documents against his tenant(s). Any failure by the tenant(s) to comply with the Documents shall constitute a default under the lease, and shall be enforceable by the Board. Other than the foregoing obligations, the Owners of the respective Units shall have the absolute right to lease the entire Unit, but not less than the entire Unit, provided that said lease: (1) is made in writing, (2) is subject to the covenants and restrictions contained in this Declaration, (3) specifies the Board to act as agent and attorney-in-fact for the Unit Owner, (4) acknowledges receipt by tenant of the Documents, (5) provides that a violation of the Documents shall automatically constitute a breach of the lease, enforceable by the Board, and (6) is subject to approval by the Board to determine compliance with the Documents. Each Unit Owner, prior to the effective date of a lease, shall submit an executed copy of said lease to the Board, which shall notify the Unit Owner of its decision within five (5) days of receipt; failure to so notify shall constitute approval. The Board may require the use of standard lease provisions to facilitate enforcement of this Section 9.9. The Board shall maintain a current list of the name, unit number, and phone number of each tenant or occupant.



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

9.10 Restrictions on Alienation. In addition to the restrictions provided in Article Twenty-Nine herein, a Unit may not be conveyed pursuant to a time sharing plan.

9.11 Multiple Family Residential Use. No portion of the Condominium shall be used as a boarding house or rooming house, or for any purpose other than that of a multiple family residential development, nor shall any part of the Condominium be used for any purpose prohibited by law or ordinance nor shall anything be done in or on the Condominium which may be or become a nuisance, in the judgment of the Board. No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling (whether single or multiple) purpose.

9.12 Trash Disposal. No trash, rubbish or garbage receptacle or can shall be placed on the property outside of a building except on the day of collection. Any oversized item shall be disposed of in accordance with Rules and Regulations adopted by the Board.

9.13 Carpeting. Each Owner of any Unit located above another Unit shall at all times maintain carpet covering (or other material satisfactory to and approved by the Board in the sole judgment of said Board) to the extent of at least eighty percent (80%) of the floor surface of such Unit, the balance of the floor surface of such Unit may be maintained with a vinyl or terrazzo covering or other covering satisfactory to the Board, in the sole judgment of Board, to the end and purpose of providing a sound barrier between such Unit and the underlying Unit(s).

9.14 Parking. No junk vehicle, commercial vehicle, trailer, truck, camper, house trailer, boat, or the equivalent shall be kept on any portion of the Condominium, nor shall any repair or extraordinary maintenance be carried out on any portion of the Condominium, without the prior written consent of the Board.

#### ARTICLE TEN ASSOCIATION. MEMBERSHIP

10.1 Creation. There shall be a Unit Owners' Association known as the "Baywood Villages Condominium Association," which shall be incorporated pursuant to Chapter 355, Mo. Rev. Stat., as a not-for-profit corporation.

10.2 Membership. The membership of the Association at all times shall consist exclusively of all of the Unit Owners or, following termination of the Condominium, of all former Unit Owners entitled to proceeds under Section 448.2-118 of the Act, or their heirs, successors or assigns.

10.3 Management. The operation of the Condominium shall be vested in the Association.

10.4 Authority. No Unit Owner, except an officer of the Board, shall have any authority to act for the Association.

10.5 Annual Meeting of Association. There shall be at least one meeting every year of the Association.

10.6 Quorum. Except as otherwise provided in the Declaration, the presence at the beginning of any duly called meeting, in person or by proxy, of twenty percent (20%) of the members shall constitute a quorum at all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

#### **ARTICLE ELEVEN BOARD OF DIRECTORS**

11.1 Creation, Number. There shall be a Board of Directors which shall act on behalf of the Association, except as provided in Section 12.16 of this Declaration. The Board shall consist of three (3) Directors who shall be Unit Owners other than the Declarant and who shall be elected and serve as provided herein.

11.2 Qualifications. For purposes of Board membership, a Unit Owner shall be a resident of the Condominium, shall be unaffiliated with the Declarant, and shall be deemed to include any officer or director of any corporate or partnership owner of a Unit as determined by duly authorized notice to the Board from said corporate or partnership owner. At least one member shall be an Owner of a Unit in the Midrise Buildings and at least one member shall be an Owner of a Unit in the Townhouse Buildings. Not more than one (1) Unit Owner of the same Unit may serve on the Board simultaneously.

11.3 Election. Election of Directors shall be held annually during the month of October or as soon thereafter as practical. Any tie shall be broken by a new vote between the persons engaged in such tie. Directors shall serve terms of three (3) years each, which terms shall be staggered with one-third of the Directors elected annually. Directors elected after the effective date of this Declaration shall serve no more than the greater of two (2) three-year terms in succession or eight (8) years in succession.

11.4 Officers. The Board shall elect from among the members of the Board a President, Vice President, Treasurer, Secretary, and any other officers of the Board or the Association specified in the By-Laws.

11.5 No Compensation. Directors shall serve without compensation.

11.6 Fidelity Bond. Before any Unit Owner shall become a Director and serve on the Board, he shall be able to be bonded as provided in the By-Laws.

11.7 Vacancies. In the event any Director shall cease to be a Unit Owner, die, resign, decline to act or become unable for any reason to discharge his duties, the term of such Director shall be deemed terminated, and the remaining Directors shall appoint a Unit Owner to fill such vacancy until the next annual election.

11.8 Removal. The Unit Owners, by two-thirds vote of all Unit Owners at any regular or special meeting, may remove any Director, and thereupon elect a successor to fill the vacancy so created.

#### ARTICLE TWELVE POWERS and DUTIES of the ASSOCIATION

The powers and duties of the Association shall include those set forth in the Act, this Declaration, the Articles of Incorporation, and By-Laws, and shall include the following:

12.1 Access. The irrevocable right of access to each Unit, at reasonable hours, as may be necessary for the maintenance, repair or replacement of any Common Element therein or accessible therefrom or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit, to enter a Unit or upon land without constituting a trespass, to prevent, abate or terminate any infringement or to compel the performance of the Act or Documents by appropriate legal proceedings and at the expense of the offending party pursuant to Section 30.2.

12.2 Budgets. The power to adopt and amend budgets for revenues, expenditures and reserves of the Condominium and to levy and collect assessments for and to lease, maintain, repair and replace the Common Elements.

12.3 Managing Agent. The power to employ and terminate a managing agent to carry out the administrative duties given to the Association, to serve on a full or part-time basis, and pay such manager reasonable compensation.



12.4 Employees. The power to employ and retain persons necessary for maintenance, repair and replacement of the Common Elements.

12.5 Utility Easements. The power to establish, grant and dedicate easements for public utilities in addition to any shown on the Plat, leases, licenses and concessions in, over and through the Common Elements.

12.6 Contracting. The power to enter into contracts with others for the maintenance, management, operation, repair, replacement and servicing of the Condominium, and in connection therewith, to delegate the powers and rights herein contained, including that of levying and collecting assessments and perfecting and enforcing liens for nonpayment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, successors and assigns, shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purpose herein expressed.

12.7 Rulemaking. The power to adopt reasonable Rules and Regulations, and to require permits for particular uses of the Common Elements, and to revoke same, for the maintenance and conservation of the Condominium, and for the health, comfort and welfare of the Unit Owners, all of whom shall be subject to such Rules and Regulations.

12.8 Standing. The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium.

12.9 Penalties. The power to impose interest and charges for late payment of assessments and, after Notice and Hearing, to levy reasonable fines and/or penalties, including withdrawing use of Common Elements and/or the right to vote, for violations of the Documents.

12.10 Restoration of Units. The power, in the event a Unit Owner fails to maintain his Unit as required herein, to assess the Unit Owner for the sums necessary to restore the Unit to good condition and collect such assessment, and shall have a lien for same as is otherwise provided herein and after such assessment, and to have its employees or agents enter the Unit and do the work necessary to enforce compliance.

12.11 Administrative Charges. The power to impose reasonable charges for the preparation and recordation of amendments to

the Declaration, resale certificates as may be required, or statements of unpaid assessments.

12.12 Insurance. The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to, property insurance, workers compensation, liability, insurance protecting the Association, its officers, the Board, and the Unit Owners, directors' and officers' liability insurance, and such other insurance coverage and other provisions as required by Section 448.3-113 of the Act and Article Twenty-Two of this Declaration, and the power to provide for the indemnification of the Board and its officers.

12.13 Borrowing. The power to assign its rights to future income, including the right to receive Common Expense assessments, but such power is hereby limited to the purposes of payment of common expenses and repair of existing or future structures or maintenance, alteration, construction, expansion or improvement of any existing or future Common Elements or of any existing or future property owned by the Association.

12.14 Conveyance of Common Elements. Property owned by the Association, or portions of the Common Elements, may be conveyed or subjected to a Security Interest by the Association only as provided in Section 448.3-112 of the Act.

12.15 General. The power to exercise such other powers as may be provided in the Act, its Articles of Incorporation or By-Laws, or the general not-for-profit corporation law of the State of Missouri, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Association and enforcement of the Documents.

12.16 Limitations. The Board shall not have any power to amend the Declaration, to terminate the Condominium, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Directors, but the Board may fill vacancies in its membership until the next annual election.

**ARTICLE THIRTEEN**  
**RIGHTS TO NOTICE AND COMMENT:**  
**NOTICE AND HEARING: APPEALS**

13.1 Right to Notice and Comment. Before the Board amends the By-Laws or the Rules and Regulations, or exercises the right to borrow, or considers an application for exterior improvements or landscaping under Section 15.3 of this Declaration, or at any other time provided by this Declaration, and at any other time the Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or

in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. In cases of exterior improvements or landscaping, such notice shall be provided to adjacent Owners. The notice shall be given not less than seven (7) days before the proposed action is to be taken. It shall invite comments to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

**13.2 Right to Notice and Hearing.** Before any action to levy a fine or penalty for violation of the Documents, or consider a Unit Owner's request to take any action requiring approval of the Board, or at any other time provided in this Declaration, and at any other time the Board determines, the following procedure shall be observed: The party proposing to take the action (e.g., the Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the same manner in which notice of the meeting was given.

**13.3 Mediation.** Any party (including the Association) to a proceeding brought pursuant to Section 13.2 may request in writing that the services of a mediator be engaged in an attempt to resolve the dispute. If the other parties agree in writing, then the proceeding shall be suspended for a reasonable period of time so that a mediator may be appointed pursuant to the rules and procedures of the American Arbitration Association. The mediator shall fix a date by which the mediation process should be complete and may extend that date from time to time for good cause. At such time as there is a resolution by mediation, or based on a report of the mediator that insufficient progress is being made, then the proceeding shall resume and nothing discussed or disclosed in the mediation process shall be used in the proceeding. The parties (including the Association) shall agree in writing, in advance of and as a prerequisite to mediation, as to the proportionate share of the expenses of mediation to be borne by each. Mediation shall not be available for purposes of delay or in any case where the Board determines that the health, safety or welfare of the Association or its members requires an immediate resolution of the matter.



13.4 Appeals. Any person having a right to Notice and Hearing provided in Section 13.2 shall have the right to appeal to the Board from a decision of persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

13.5 Arbitration. Any party dissatisfied with a final decision of the Board shall have the right to institute an arbitration proceeding in the County of St. Louis, State of Missouri, in accordance with the rules of the American Arbitration Association and with Chapter 435, Mo.Rev.Stat. The cost of the arbitration shall be borne by the losing party and the arbitrator may award reasonable attorney's fees to the prevailing party. Arbitrations as provided herein shall be binding and shall be enforceable in a court of competent jurisdiction.

#### ARTICLE FOURTEEN BY-LAWS

14.1 General. The administration of the Association and operation of the Condominium shall be governed by the By-Laws of the Association, which shall at all times contain the minimum requirements specified in Section 448.3-106 of the Act unless provided for in this Declaration.

14.2 Certification of Amendments to Declaration. The By-Laws shall specify the officers who are authorized to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

14.3 Qualifications. The By-Laws shall provide for the qualifications, powers and duties, terms of office, and manner of electing and removing officers and filling vacancies among the officers.

14.4 Quorum of Board. The By-Laws shall specify when a quorum is deemed present for a meeting of the Board, provided, however, that such quorum shall not be less than a majority of the persons on that Board being present at the beginning of the meeting.

14.5 Amendment to By-Laws. The By-Laws may be amended only by a vote of a majority of the members of the Board following Notice and Comment as provided in Section 13.1, at any meeting duly called for such purpose.

14.6 Voting. The By-Laws shall specify procedures for voting.

14.7 Notices. Notices to any party required by this Declaration shall be made in the manner provided in the By-Laws.

**ARTICLE FIFTEEN**  
**ADDITIONS, ALTERATIONS AND IMPROVEMENTS**

**15.1 Additions, Alterations and Improvements by Unit Owners.**

- (a) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent thereto of the Board in accordance with Subsection 15.1(c).
- (b) Subject to Subsection 15.1(a), a Unit Owner:
  - (1) May make any other improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.
  - (2) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without the prior written consent thereto of the Board.
  - (3) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.
- (c) A Unit Owner may submit a written request to the Board for approval to do anything that he or she is forbidden to do under Subsection 15.1(a) or 15.1(b)(2). The Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Board to the proposed action. The Board shall review requests in accordance

with the provisions of its rules.

- (d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Board only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor or materialman on account of such addition, alteration or improvement or to any person having any claims for injury to person or damage to property arising therefrom.
- (e) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior written consent by the Board, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Units other than those affected by such change.

15.2 Additions, Alterations and Improvements by the Board.  
The Board may make any additions, alterations or improvements to the Common Elements which in its judgment, it deems necessary.

15.3 Exterior Improvements and Landscaping Within Limited Common Elements. Unit Owners may make exterior improvements, alterations or additions, within or as a part of Limited Common Elements constituting balconies, terraces or patios and planting of gardens, hedges and shrubs, provided they are undertaken with the prior written consent of the Board following submission of complete plans prepared by an architect or landscape architect and a written request by the Owner and a review by the Board as to consistency with improvements originally constructed by the Declarant, consistent with the style and character of the Condominium, to enhance uniformity of exterior appearance and aesthetic harmony in color, materials and design. No approval may be given without Notice and Consent as provided in Section 13.1 of this Declaration. The Board shall answer any written request for such approval within sixty (60) days after the receipt thereof, and failure to do so shall constitute a consent to the proposed improvements, alterations or additions. The applicant will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees. It is the intent to provide for limited individualization of the appearance of the buildings, patios and courtyards while retaining their overall architectural character.



**ARTICLE SIXTEEN**  
**RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS**

**16.1 Application and Amendment.** Subject to approval of any structural changes and required permits pursuant to Article Fifteen, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Owners of the Units affected by the relocation. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee and the grantee's index in the name of the Association.

**16.2 Recording Amendments.** The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their dimensions and Identifying Numbers. The applicants shall pay for the costs of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Board.

**ARTICLE SEVENTEEN**  
**ASSESSMENTS: LIABILITY, INTEREST AND COLLECTIONS**

**17.1 Authority.** The Association, through its Board and pursuant to the Act, shall have the power to determine and fix the sums necessary to provide for the Common Expenses. A Unit Owner, regardless of the manner in which he acquired title to his Unit, including, without limit, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Owner of a Unit in accordance with his Allocated Interest as provided in Section 5.1(b).

**17.2 Common Expenses Attributable to Fewer than all Units.** Common Expenses shall be assessed pursuant to Section 5.1(b) except as provided in Section 5.2(c).

**17.3 Preparation and Adoption of Budget.**

- (a) The By-Laws shall specify the procedures to be utilized in preparing the budget. The Board shall adopt a proposed budget which, if not rejected by a majority of the Unit Owners

at a meeting called for this purpose, shall be considered ratified.

- (b) Notwithstanding any other provision herein, the Board shall make suitable provision for compliance with all ordinances, rules and regulations of the County of St. Louis, and for such purposes shall not be limited to any maximum assessment.

17.4 Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and each Unit Owner.

17.5 Monthly Payment of Common Expenses. All Common Expenses assessed under Section 17.1 shall be due and payable monthly; other assessments shall be due as may be determined by the Board.

17.6 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

17.7 Accounting and Shortages. Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. At the discretion of the Board, any surplus funds of the Association remaining after payment of or provision for Common Expenses, reserves and contingencies, shall be paid to the Unit Owners in proportion to their Common Expense Liability or credited to them to reduce their future Common Expense assessments.

17.8 Personal Liability of Unit Owners. The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

17.9 No Waiver of Liability. The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made, or by reliance upon assertion of any claim against the Board, Association, Declarant, or another Unit Owner.

17.10 Interest and Late Fees. Assessments and installments

thereof, plus late fees not paid when due, shall bear interest from the due date until paid, at the rate of eighteen percent (18%) per annum, or any lower rate adopted by resolution of the Board with notice to all Unit Owners. If any Unit Owner fails to pay his monthly installment within the time specified by the Board, the Board may charge a late fee in such sum as it may determine from time to time. The Board may adopt and enforce such other reasonable charges as appropriate to the collection of assessments.

17.11 Priority of Mortgages. Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Act.

17.12 Lien for Assessments.

- (a) The Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Subsection does not affect the priority of mechanics' or material men's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to the provision of Section 513.475, Mo.Rev.Stat.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.
- (d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment



becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

- (e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.
- (g) A judgment or decree in an action brought under this Section is enforceable by execution of the judgment.
- (h) The Association's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale under Chapter 443, Mo.Rev.Stat.
- (i) In the case of foreclosure under Chapter 443, Mo.Rev.Stat. the Association shall give reasonable notice of its action to each lien holder of a Unit whose interest would be affected.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

**ARTICLE EIGHTEEN**  
**OTHER LIENS**

Liens Against Condominium Property, Units, Common Elements.  
Liens against the Condominium property, Units, or Common Elements may result only pursuant to Section 448.3-117 of the Act:

18.1 Against Condominium. With the exception of liens which may result from the initial construction of this Condominium, and except as provided in Section 18.2, no liens of any nature, including without limitation a judgment for money against the Association, shall arise or be created subsequent to the recording of this Declaration against the Condominium (as distinguished from individual Units) without the consent of a majority of the

Unit Owners. Subsequent to such recording, liens may arise or be created only against individual Units.

**18.2 Against Units, Common Elements.** Unless a Unit Owner has expressly requested or consented to work being performed or material being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same shall be a lien against all Units at the time judgment is entered in proportion to each Owner's Common Expense Liability. No other property of a Unit Owner is subject to claims of creditors of the Association.

**18.3 By Holder of Security Interest in Common Elements.** Notwithstanding Sections 18.1 and 18.2, if the Association has granted a Security Interest in the Common Elements of the Association pursuant to Section 12.15 of this Declaration and Section 448.3-112 of the Act, the holder of that Security Interest shall exercise its right against the Common Elements before its judgment lien on any Unit may be enforced.

**18.4 Releases.** In the event a lien against two (2) or more Units becomes effective, each Owner thereof may release his Unit from the lien by paying the amount attributable to his Unit in accordance with his Common Expense Liability. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Unit.

**18.5 Indexing of Judgments.** A judgment against the Association shall be indexed in the name of the Condominium and the Association and, if so indexed, is notice of the lien against the Units.

#### **ARTICLE NINETEEN MORTGAGEE PROTECTION**

**19.1 Right to Grant Security Interests.** Each Unit Owner shall have the right to grant one or more Security Interest(s) against his Unit, but only to the extent of such Unit Owner's Ownership Interest in the Common Elements.

**19.2 Notices of Actions.** The Association shall give prompt written notice to each Eligible Mortgagee of:

- (a) Any condemnation or casualty loss which affects a material portion of the Condominium or any Unit in which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee;
- (b) Any delinquency in the payment of Common Expense assessments owed by a Unit Owner

whose Unit is subject to a first Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains unsecured for a period of sixty (60) days;

- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Imposition of restrictions on a Unit Owner's right to sell or transfer his Unit;
- (e) Restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;
- (f) Termination of the Condominium after occurrence of substantial destruction or condemnation;
- (g) Assessments, assessment liens or subordination of assessment liens;
- (h) Any judgment against the Association;
- (i) Conveyance or encumbrance of the Common Elements or any portion thereof; and
- (j) The assignment of the future income of the Association, including its right to receive Common Expense assessments.

**19.3 Inspection of Books.** The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association subject to reasonable rules promulgated by the Board.

**19.4 Financial Statements.** The Association shall provide any Eligible Mortgagee which submits a written request with a copy of the annual financial statement, and may impose a reasonable charge for each statement furnished.

**19.5 Attendance at Meetings.** Any representative of an Eligible Mortgagee may attend any meeting which a Unit Owner may attend.

**19.6 Right to Cure Default.** If any Unit Owner fails to pay any amount required to be paid under the provisions of any Security Interest against such Unit Owner's interest, the Board 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 against such interest to secure the repayment of such amount, which lien may be perfected and foreclosed in the manner provided in this Declaration and the Act with respect to liens for failure



in this Declaration and the Act with respect to liens for failure to pay Common Expense assessments. The foregoing shall not be construed to require the holder of a Security Interest against any Unit to give notice of default under such Security Interest to the Board or to receive permission from the Board to foreclose the lien of such Security Interest.

#### **ARTICLE TWENTY LIMITATION OF LIABILITY**

**20.1 Common Expenses.** The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed for Common Expenses in accordance with the Act, this Declaration, and the By-Laws.

**20.2 Liabilities.** A Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements but only to the extent of his pro rata share of that liability in the same percentage as his Common Expense Liability, and then in no case shall the liability exceed the value of his Unit. The Association shall at all times maintain insurance as provided in Article Twenty-Two hereof insuring each Unit Owner against any liability arising out of his interest in the Common Elements or membership in the Association. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house could be liable for such an occurrence.

#### **ARTICLE TWENTY-ONE PERSONS AND UNITS SUBJECT TO DOCUMENTS**

**Compliance with Documents.** All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Office of Recorder of the County of St. Louis, State of Missouri are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

#### **ARTICLE TWENTY-TWO INSURANCE**

**22.1 Coverage.** To the extent reasonably available, the Board shall obtain and maintain insurance coverage as required by Section 448.3-113 of the Act and as set forth in this Article and the By-Laws. The Board shall obtain "all risk" protection against damage to property, liability coverage, fidelity Bonds, workers compensation, directors' and officers' liability cover-

age, and such other insurance as the Board may deem appropriate to protect the Association or the Unit Owners. The coverage shall be at full insurable replacement cost and shall cover the Units, the Limited Common Elements and the Common Elements, including all items installed or attached by Declarant or replacements thereof. The intent of this provision is to provide "All-in" type coverage. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, the Board shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

22.2 Premiums. Insurance premiums shall be a Common Expense.

**ARTICLE TWENTY-THREE**  
**DAMAGE TO OR DESTRUCTION OF CONDOMINIUM**

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

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

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

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

23.4 Replacement of Less Than Entire Property.

- (a) The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium;
- (b) Except to the extent that other persons will be distributees,



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

**23.5 Insurance Proceeds.** The insurance Trustee, or if there is no insurance trustee, then the Board, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to the provisions of Subsection 23.1(a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Condominium Property has been completely repaired or restored, or the Condominium is terminated.

**23.6 Certificates by the Executive Board.** The Trustee, if any, may rely on the following certifications in writing made by the Board:

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

**23.7 Certificates by Attorneys.** Title insurance companies or if payments are to be made to Unit Owners or mortgagees, the Board, and the Trustee, if any, shall obtain and may rely on a title insurance company or attorney's title certificate of title or a title insurance policy based on a search of the Records of



the County of St. Louis from the date of recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

**ARTICLE TWENTY-FOUR  
TERMINATION OF CONDOMINIUM**

Except in the case of taking all of the Units by eminent domain, the Condominium may be terminated only by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated pursuant to Section 5.1(c) of this Declaration. The procedures for termination and all interests shall be determined in accordance with Section 448.2-118 of the Act.

**ARTICLE TWENTY-FIVE  
MASTER ASSOCIATION**

The Board may delegate any of the powers described in Article Twelve of this Declaration, but only such powers as are expressly delegated, to a profit or not-for-profit corporation or unincorporated association to exercise such powers for the benefit of the Condominium only in accordance with Section 448.2-120 of the Act.

**ARTICLE TWENTY-SIX  
MERGER OR CONSOLIDATION**

The Condominium may be merged or consolidated with any one or more condominiums into a single condominium only in accordance with Section 448.2-121 of the Act.

**ARTICLE TWENTY-SEVEN  
AMENDMENTS TO DECLARATION**

**27.1 General.** Except in cases of amendments that may be executed by the Association under Section 448.1-107 of the Act, or by certain Unit Owners under Article Sixteen of this Declaration and 448.2-118 of the Act, this Declaration, including the Plat and Plans, may be amended only by vote or agreement of the Unit Owners of Units to which at least a majority of the votes in the Association are allocated.

**27.2 Limitation of Challenges.** No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

**27.3 Recordation of Amendments.** Each amendment to the

Declaration must be recorded in St. Louis County and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article Sixteen of this Declaration, must be indexed in the grantee's index in the name of the Condominium and the Association and in the grantor's index in the name of the parties executing the amendment.

27.4 Execution of Amendments. An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated in the By-Laws for that purpose or, in the absence of designation, by the President and certified by the Secretary.

27.5 Board Amendments. Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration, without other approval, to correct drafting errors or to bring the Condominium into compliance with conditions imposed by lenders providing government-insured loans.

#### **ARTICLE TWENTY-EIGHT CONDEMNATION**

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable only in accordance with Section 449.1-107 of the Act.

#### **ARTICLE TWENTY-NINE SALE, LEASE OR OTHER ALIENATION OF A UNIT**

29.1 Sale or lease. Any Unit Owner, other than a mortgagee acquiring a Unit by foreclosure or by deed in lieu of foreclosure, who wishes to sell or lease his Unit (or lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood, marriage or adoption to the Unit Owner shall give to the Board not less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The Board shall at all times have the first right and option to purchase or lease such Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If said option is not exercised by the Board within said thirty-day period, the Unit Owner (or lessee) may, at the expiration of said thirty-day period, contract to sell or lease (or sublease or assign) such Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. The sale, lease or other disposition of any Unit acquired by the Board pursuant to exercise of first right and option to purchase shall be in accordance with such terms and



provisions as the Board shall in each instance approve.

**29.2 Gift.** Any Unit Owner other than a mortgagee acquiring a Unit by foreclosure or by Deed in lieu of foreclosure, who wishes to make a gift of his Unit or any interest therein to any person or persons who would not be heirs at law of the Unit Owner under the laws of descent of the State of Missouri, shall give to the Board not less than ninety (90) days written notice of his intent to make such gift prior to the contemplated date thereof together with said date and the name and address of the intended donee. The Board shall at all times have the first right and option to purchase such Unit or interest therein for cash or other tender at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as appraiser. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third appraiser. Within fifteen (15) days after the appointment of said appraiser, the three appraisers shall determine by majority vote the fair market value of the Unit or interest therein which the owner contemplates conveying by gift and shall thereupon give written notice of such determination to the Unit Owner and to the Board. The Board'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.

**29.3 Devise.** In the event any Unit Owner dies leaving a will devising his Unit or any interest therein to any person or persons not heirs at law of the deceased Unit Owner under the laws of descent of the State of Missouri, and said will is admitted to probate, the Board shall have a like option to purchase said Unit or interest therein either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash or other tender at fair market value which is to be determined by appraisal. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Unit Owner, said personal representative shall inform the Board in writing of the content of said will. Whereupon the option shall be exercised in the manner set forth in Section 29.2 herein.

**29.4 Involuntary Sale.** In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale, whether by judicial foreclosure or by power of sale contained in a Deed of Trust), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of his intention so to do. Whereupon, the Board 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 Board within said thirty days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty-day period. The sale, lease or other disposition of any Unit acquired by the Board pursuant to exercise of such irrevocable option to purchase shall be in accordance with such terms and provisions as the Board in each instance approves.

**29.5 Default.** 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 Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and thereupon have a lien therefore against such Unit, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article Seventeen hereof.

**29.6 Release or Waiver of Option.** Upon the written consent of the Board, any of the options contained in this Article may be released or waived and the Unit or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article, provided that any subsequent sale, conveyance, lease, gift or devise shall be subject to the provisions of this Article.

**29.7 Proof of Termination of Option.** A certificate executed by the Board stating that the provisions of this Article have been met by a Unit Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or released, upon request and at a reasonable fee as determined by the Board.

**29.8 Approval of Unit Owners to Exercise of Option and Financing of Purchase.** Prior to the Board exercising any option to purchase or lease any Unit or interest therein as provided in this Article, the Board shall notify the Unit Owners of the proposition to so purchase or lease and the manner of financing of such purchase or lease. The approval of a majority of all the Unit Owners shall be required for the implementation of such proposition.

**29.9 Title to Acquired Interests.** Title to a Unit or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association or such nominee as the Board shall designate. Said Unit or interests therein shall be sold or leased by the Board, and proceeds thereof shall be deposited into the Association funds.

ARTICLE THIRTY  
GENERAL PROVISIONS

30.1 Validity.

- (a) All provisions of this Declaration and the By-Laws are severable.
- (b) The rule against perpetuities shall not be applied to defeat any provision of the Declaration, By-Laws, or Rules and Regulations adopted pursuant to Section 448.3-102 of the Act.
- (c) The Documents are intended to comply with the requirements of the Act and Chapter 355 of the Missouri Revised Statutes (Non Profit Corporation Law). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.
- (d) Title to a Unit and Common Elements is not rendered unmarketable or otherwise affected by reason of an insubstantial failure of the Declaration to comply with the Act. Whether or not a substantial failure impairs marketability shall not be affected by the Act.

30.2 Relief and Remedies. Pursuant to Section 448.4-117 of the Act,

- (a) If any person subject to the Act fails to comply with any provision of the Act or any provision of the Declaration or By-Laws, any persons or class of persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any provision of the Act. The Court, in an appropriate case, may award reasonable attorney's fees.
- (b) Should the Association find it necessary to institute legal action to bring about compliance with the Act, this Declaration, the Articles or the By-Laws or the Association's Rules and Regulations, upon a finding by the Court that the violation complained of occurred, the defendant Unit Owner shall reim-



burse the Association for reasonable attorney's fees, court costs and expenses of litigation incurred by it bringing such action.

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

**30.4 Captions.** The captions contained in this Declaration or the By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the By-Laws nor the intent of any provision thereof.

**30.5 Waiver.** No provision contained in this Declaration or By-Laws is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.



IN WITNESS WHEREOF, the Board of Managers, by its duly authorized officer, has executed this Restatement of Declaration this 11 day of July, 1989.

BOARD OF MANAGERS  
BAYWOOD VILLAGES CONDOMINIUM  
ASSOCIATION

By: Bob Kirby  
President Bob Kirby

(NO SEAL)

ATTEST: Harold Hargrave  
Secretary  
Chas. W. Hargrave  
Treasurer

(NO CORPORATE SEAL)

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

On this 11 day of July, 1989, before me appeared Bob Kirby, to me personally known, who, being by me duly sworn, did say that he is the President of the Board of Managers of Baywood Villages Condominium Association, and that said instrument was signed in behalf of said Board of Managers of Baywood Villages Condominium Association, and that said Bob Kirby acknowledged said instrument to be his free act and deed.

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

Joyce E. Morrell  
Notary Public

My Commission Expires:

JOYCE E. MORRELL  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS CO.  
BY COMMISSION EXP. JAN. 24, 1990  
RENEW THIS COMMISSION BEFORE APRIL

RD1

# VOLZ

ENGINEERS • LAND PLANNERS • LAND SURVEYORS

LAND SURVEY DIVISION  
RICHARD W. NORVELL, R.T.S. PRESIDENT

April 28, 1989

REC

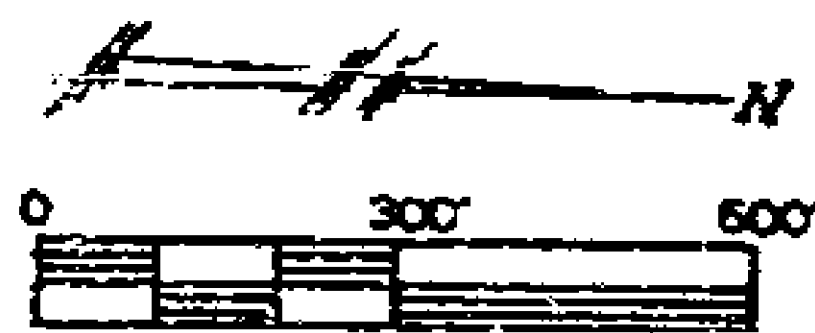
Re: All Baywood Property  
82-0056-K

A tract of land in U.S. Survey 369, Fractional Sections 12 and 13, Township 45 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the Northwest line of Woods Mill Road, Missouri State Highway 141 with the North line of Conway Road 55 feet wide, said point being also the Southeast corner of Parcel 1 of "Baywood Villages Condominium Phase Eight", a subdivision according to the plat thereof recorded as Daily No. 444 on September 24, 1984 in the St. Louis County Records; thence Westwardly along the said North line of Conway Road 55 feet wide the following courses and distances: South 84 degrees 53 minutes 23 seconds West 417.10 feet, South 93 degrees 02 minutes 23 seconds West 695.61 feet, along a curve to the right whose radius point bears North 06 degrees 57 minutes 37 seconds East 545.00 feet from the last mentioned point; a distance of 53.74 feet, South 88 degrees 41 minutes 23 seconds West 495.61 feet and along a curve to the right whose radius point bears North 01 degrees 18 minutes 37 seconds West 379.60 feet from the last mentioned point, a distance of 135.35 feet to a point in the Northeast line of property conveyed to C. A. Hoppin Jr. by deed recorded in Book 2904 Page 526 of the St. Louis County Records; thence Northwestwardly along the said Northeast line of the Hoppin property and the Northeast line of property conveyed to A. R. Coultas by deed recorded in Book 6673 Page 621 of the St. Louis County Records, North 32 degrees 34 minutes 26 seconds West 1032.27 feet to a point in the Southeast line of "The Lake on White Road Plat One", a subdivision according to the plat thereof recorded as Daily No. 85 on November 29, 1973; thence Northeastwardly along said Southeast line North 57 degrees 29 minutes 32 seconds East 525.33 feet to a point in the South line of property conveyed to Nelson W. Hartman by deed recorded in Book 3263 Page 310 of the St. Louis County Records; thence along said South line of the Hartman property South 32 degrees 34 minutes 00 seconds East 25.91 feet and South 74 degrees 45 minutes East 2244.96 feet to a point in the aforesaid Northwest line of Woods Mill Road, Missouri State Highway 141; thence Southwestwardly along said line, South 33 degrees 21 minutes 10 seconds West 507.69 feet to the point of beginning and containing 43.243 acres according to calculations by Volz Engineering & Surveying, Inc. during April, 1989.

EXHIBIT A (Page 1 of 2)

BOOK 8561 PAGE 521



St. Louis County, Missouri

Page 2 of 2



# VOLZ ENGINEERING & SURVEYING, INC.

10849 INDIAN HEAD INDUSTRIAL BLVD. ST. LOUIS, MISSOURI 63132

PHONE (314) 426-6211

ENGINEERS - LAND PLANNERS - LAND SURVEYORS

## PERCENTAGE OF OWNERSHIP CALCULATIONS B0056 BA'YOOD VILLAGES CONDOMINIUMS

11-16-88

	UNIT	SQ. FT.	PCT
BUILDING G-1	101	1846	0.549
	102	1558	0.464
	103	1960	0.584
	104	1960	0.584
	105	1661	0.494
	106	1960	0.584
	201	1846	0.549
	202	1558	0.464
	203	1960	0.584
	204	1960	0.584
	205	1661	0.494
	206	1960	0.584
	301	1846	0.549
	302	1558	0.464
	303	1960	0.584
	304	1960	0.584
	305	1661	0.494
	306	1960	0.584
BUILDING G-2	101	1556	0.464
	102	1424	0.424
	103	2008	0.599
	104	1556	0.464
	105	1556	0.464
	106	2008	0.599
	201	1556	0.464
	202	1424	0.424
	203	2008	0.599
	204	1556	0.464
	205	1556	0.464
	206	2008	0.599
	301	1556	0.464
	302	1424	0.424
	303	2008	0.599
	304	1556	0.464
	305	1556	0.464
	306	2008	0.599

EXHIBIT B

(Page 1 of 5)

B008561 REC 523

	UNIT	SQ. FT.	PCT
BUILDING B-1	A	1960	0.584
	B	2450	0.730
BUILDING B-2	A	2427	0.722
	B	2238	0.667
BUILDING B-3	A	2453	0.730
	B	2464	0.733
BUILDING B-4	A	2469	0.735
	B	2238	0.667
	C	2431	0.724
BUILDING B-5	A	2238	0.667
	B	2427	0.722
BUILDING B-6	A	2450	0.730
	B	1670	0.497
	C	2240	0.668
BUILDING B-7	A	2450	0.730
	B	1883	0.561
	C	2200	0.656
BUILDING B-8	A	1800	0.536
	B	1670	0.497
	C	2640	0.786
BUILDING B-9	A	2340	0.696
	B	1883	0.561
	C	2471	0.736
BUILDING B-10	A	2080	0.619
	B	1855	0.552
	C	2360	0.702
BUILDING B-11	A	2100	0.625
	B	2200	0.656
	C	1960	0.584
BUILDING B-12	A	2110	0.628
	B	2593	0.772
BUILDING B-13	A	2450	0.730
	B	2200	0.656
	C	2450	0.730
BUILDING B-14	A	2340	0.696
	B	2200	0.656
	C	2200	0.656

EXHIBIT B

Page 2 of 5

BOOK 8561 PAGE 524

	UNIT	SQ. FT.	PCT
BUILDING B-15	A	2340	0.696
	B	2200	0.656
	C	2430	0.730
BUILDING B-16	A	1520	0.452
	B	1959	0.583
BUILDING B-17	A	1900	0.563
	B	1883	0.561
	C	2360	0.702
BUILDING B-18	A	2615	0.778
	B	2650	0.789
BUILDING B-19	A	2450	0.730
	E	2450	0.730
BUILDING B-20	A	2240	0.668
	B	2350	0.699
BUILDING B-21	A	2650	0.789
	B	2471	0.736
BUILDING B-22	A	1960	0.584
	B	1670	0.497
	C	2350	0.699
BUILDING B-23	A	2240	0.668
	B	2230	0.664
	C	1970	0.586
BUILDING B-24	A	2450	0.730
	B	1883	0.561
BUILDING B-25	A	2435	0.726
	B	1665	0.495
	C	1970	0.586
BUILDING B-26	A	2615	0.778
	B	1883	0.561
	C	2650	0.789
BUILDING B-27	A	2560	0.762
	B	2200	0.656
	C	2430	0.730
BUILDING B-28	A	2640	0.786
	B	1670	0.497
	C	2450	0.730



	UNIT	SQ. FT.	PET
BUILDING B-29	A	2238	0.667
	B	2471	0.736
	C	2471	0.736
BUILDING B-30	A	2238	0.667
	B	2238	0.667
	C	1963	0.584
BUILDING B-31	A	1940	0.577
	B	2010	0.598
BUILDING B-32	A	1940	0.577
	B	2010	0.598
BUILDING B-33	A	1874	0.558
	B	1664	0.495
	C	2427	0.722
BUILDING B-34	A	2450	0.730
	B	1883	0.561
	C	1960	0.584
BUILDING B-35	A	1960	0.584
	B	2200	0.656
	C	1960	0.584
BUILDING B-36	A	2279	0.678
	B	2471	0.736
BUILDING B-37	A	1970	0.536
	B	2435	0.726
BUILDING B-38	A	2240	0.668
	B	2210	0.658
	C	2435	0.726
BUILDING B-39	A	2283	0.679
	B	2471	0.736
	C	2249	0.669
BUILDING B-40	A	2471	0.736
	B	1883	0.561
BUILDING B-41	A	2435	0.726
	B	1883	0.561
	C	2585	0.769

EXHIBIT B

Page 4 of 5

BOOK 8561 PAGE 526

PAGE - 5  
11/16/88

BUILDING G-3

UNIT	SQ. FT.	PCT
101	1733	0.522
102	1918	0.572
103	1903	0.567
104	2303	0.685
105	1918	0.572
106	1903	0.567
201	1896	0.564
202	1918	0.572
203	1903	0.567
204	2303	0.685
205	1918	0.572
206	1903	0.567
301	1896	0.564
302	1918	0.572
303	1903	0.567
304	2303	0.685
305	1918	0.572
306	1903	0.567

EXHIBIT B

Page 5 of 5

NOA 8561 PAGE 527



MADE TO ORDER

OF DEEDS



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



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: SS

99 JUL 11 PM 3:25

RECORDER OF DEEDS  
ST. LOUIS COUNTY, MO.

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

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 *Frank J. Kresky*  
Deputy Recorder



N. P.  
N. P. C.  
N. N. C.  
N. N. I.

END OF DOCUMENT  
Do Not Remove This Page

BOOK 5561 PAGE 528

POSTAGE \$

RECORDING  
FEES

DOCUMENT \$ 152.00

STATE USER \$

RECORDED  
ST. LOUIS

000594 JUL 11 89

Notation

TOTAL \$ 152.00

Destination  
Code



AMENDMENT

to

BAYWOOD VILLAGES CONDOMINIUM

RESTATEMENT OF DECLARATION

WHEREAS, Baywood Villages Condominium adopted and recorded its Restatement of Declaration as recorded in Book 8561, Pages 479-528 of the official records of the Office of the Recorder of Deeds, St. Louis County, Missouri on July 11, 1989 ("Restatement"); and

644

WHEREAS, Section 27.5 of the Restatement authorizes the Board of Directors of Baywood Villages Condominium Association to amend the Restatement, without other approval, to correct drafting errors; and

WHEREAS, the Board desires to amend Exhibit B, percentage of ownership calculations, to correct certain drafting errors pertaining to the floor area of units; and

WHEREAS, a revised Exhibit B has been prepared by Volz Engineering & Surveying, Inc. for the purpose of said amendment.

NOW, THEREFORE, the Board of Directors of Baywood Villages Condominium Association, pursuant to the authority and procedure to amend as set forth in the Restatement, does hereby amend the Restatement of Declaration of Baywood Villages Condominium, as follows:

1. Exhibit B of the Restatement of Declaration of Baywood Villages Condominium is hereby deleted in its entirety, and a new Exhibit B, attached hereto, is inserted in lieu thereof.
2. The President and Secretary of the Board of Directors are hereby authorized to execute, certify and record the foregoing amendment.
3. This amendment shall be effective upon its recording in the official records of the Office of the Recorder of Deeds, St. Louis County, Missouri.

IN WITNESS WHEREOF, the Board of Directors, by its duly authorized officers, has executed this amendment this 14 day of FEBRUARY, 1990.

BOARD OF DIRECTORS  
BAYWOOD VILLAGES CONDOMINIUM ASSOCIATION

By: Harold Marglow  
President HAROLD MARGLOW

(NO SEAL)

ATTEST: [Signature]  
Secretary

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

On this 14 day of February, 1990, before me appeared HAROLD MARGLOW, to me personally known, who, being by me duly sworn, did say that he is the President of the Board of Directors of BAYWOOD VILLAGES CONDOMINIUM ASSOCIATION, and that said instrument was signed in behalf of said Board of Directors of BAYWOOD VILLAGES CONDOMINIUM ASSOCIATION, and that said HAROLD MARGLOW acknowledged said instrument to be his free act and deed.

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

[Signature]  
Notary Public

My Commission Expires:

JOYCE A. HOBBS  
NOTARY PUBLIC STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXP. JAN 24 1994

AM/Baywood

**VOLZ ENGINEERING & SURVEYING, INC.**

10849 INDIAN HEAD INDUSTRIAL BLVD. ST LOUIS, MISSOURI 63132

PHONE (314) 426-6212

ENGINEERS - LAND PLANNERS - LAND SURVEYORS

**PERCENTAGE OF OWNERSHIP CALCULATIONS  
80056 BAYWOOD VILLAGES CONDOMINIUMS**

1-12-90

	UNIT	SQ.FT.	PCT
BUILDING G-1	101	1770	0.527
	102	1558	0.464
	103	1960	0.584
	104	1960	0.584
	105	1661	0.494
	106	1960	0.584
	201	1846	0.549
	202	1558	0.464
	203	1960	0.584
	204	1960	0.584
	205	1661	0.494
	206	1960	0.584
	301	1846	0.549
	302	1558	0.464
	303	1960	0.584
	304	1960	0.584
	305	1661	0.494
	306	1960	0.584
BUILDING G-2	101	1556	0.464
	102	1424	0.424
	103	2008	0.599
	104	1556	0.464
	105	1556	0.464
	106	2008	0.599
	201	1556	0.464
	202	1424	0.424
	203	2008	0.599
	204	1556	0.464
	205	1556	0.464
	206	2008	0.599
	301	1556	0.464
	302	1424	0.424
	303	2008	0.599
	304	1556	0.464
	305	1556	0.464
	306	2008	0.599

EXHIBIT B

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1/12/90

	UNIT	SQ. FT.	PCT
BUILDING B-1	A	1960	0.584
	B	2450	0.730
BUILDING B-2	A	2427	0.723
	B	2238	0.667
BUILDING B-3	A	2453	0.730
	B	2464	0.734
BUILDING B-4	A	2469	0.735
	B	2238	0.667
	C	2431	0.724
BUILDING B-5	A	2238	0.667
	B	2427	0.723
BUILDING B-6	A	2450	0.730
	B	1670	0.497
	C	2240	0.667
BUILDING B-7	A	2450	0.730
	B	1883	0.561
	C	2200	0.656
BUILDING B-8	A	1800	0.536
	B	1670	0.497
	C	2640	0.787
BUILDING B-9	A	2340	0.697
	B	1883	0.561
	C	2471	0.737
BUILDING B-10	A	2080	0.619
	B	1855	0.552
	C	2360	0.703
BUILDING B-11	A	2100	0.625
	B	2200	0.656
	C	1960	0.584
BUILDING B-12	A	2110	0.628
	B	2595	0.773
BUILDING B-13	A	2450	0.730
	B	2200	0.656
	C	2450	0.730
BUILDING B-14	A	2340	0.697
	B	2200	0.656
	C	2200	0.656

EXHIBIT B

	UNIT	SQ. FT.	PCT
BUILDING B-15	A	2340	0.697
	B	2200	0.656
	C	2450	0.730
BUILDING B-16	A	1520	0.452
	B	1959	0.583
BUILDING B-17	A	1900	0.566
	B	1883	0.561
	C	2360	0.703
BUILDING B-18	A	2615	0.779
	B	2650	0.789
BUILDING B-19	A	2450	0.730
	B	2450	0.730
BUILDING B-20	A	2240	0.667
	B	2350	0.700
BUILDING B-21	A	2650	0.789
	B	2471	0.737
BUILDING B-22	A	1960	0.564
	B	1670	0.497
	C	2350	0.700
BUILDING B-23	A	2240	0.667
	B	2230	0.664
	C	1970	0.586
BUILDING B-24	A	2450	0.730
	B	1883	0.561
BUILDING B-25	A	2435	0.725
	B	1665	0.496
	C	1970	0.586
BUILDING B-26	A	2615	0.779
	B	1883	0.561
	C	2650	0.789
BUILDING B-27	A	2560	0.762
	B	2200	0.656
	C	2450	0.730
BUILDING B-28	A	2640	0.787
	B	1670	0.497
	C	2450	0.730

EXHIBIT B

Page 3 of 5

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1/12/90

	UNIT	SQ.FT.	PCT
BUILDING B-29	A	2238	0.667
	B	2471	0.737
	C	2471	0.737
BUILDING B-30	A	2238	0.667
	B	2238	0.667
	C	1963	0.584
BUILDING B-31	A	1940	0.577
	B	2010	0.598
BUILDING B-32	A	1940	0.577
	B	2010	0.598
BUILDING B-33	A	1874	0.558
	B	1664	0.495
	C	2427	0.723
BUILDING B-34	A	2450	0.730
	B	1883	0.561
	C	1960	0.584
BUILDING B-35	A	1960	0.584
	B	2200	0.656
	C	1960	0.584
BUILDING B-36	A	2279	0.678
	B	2471	0.737
BUILDING B-37	A	1970	0.586
	B	2435	0.725
BUILDING B-38	A	2240	0.667
	B	2210	0.658
	C	2435	0.725
BUILDING B-39	A	2283	0.680
	B	2471	0.737
	C	2249	0.669
BUILDING B-40	A	2471	0.737
	B	1883	0.561
BUILDING B-41	A	2435	0.725
	B	1883	0.561
	C	2585	0.770

EXHIBIT B

Page 4 of 5

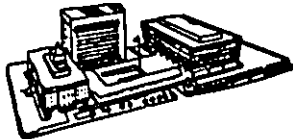


PAGE - 5  
1/12/90

BUILDING G-3	UNIT	SQ. FT.	PCT
	101	1753	0.522
	102	1918	0.572
	103	1903	0.567
	104	2303	0.686
	105	1918	0.572
	106	1903	0.567
	201	1896	0.564
	202	1918	0.572
	203	1903	0.567
	204	2303	0.686
	205	1918	0.572
	206	1903	0.567
	301	1896	0.564
	302	1918	0.572
	303	1903	0.567
	304	2303	0.686
	305	1918	0.572
	306	1903	0.567

EXHIBIT B

Page 5 of 5



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

B.J. McMahon, Jr.  
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.

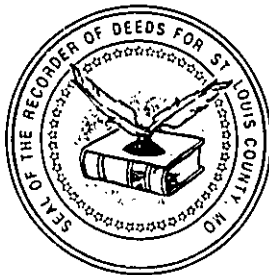
STATE OF MISSOURI  
RECORDED  
20 FEB 15 PM 3:55

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

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 BDJ  
Deputy Recorder

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

BOOK 8704 PAGE 336  
**END OF DOCUMENT**  
**Do Not Remove This Page**

POSTAGE \$ \_\_\_\_\_

RECORDING  
FEES

DOCUMENT \$26.00  
STATE USER \$ 4.00

8 Destination  
Code

000644 FEB 15 90

Notation  
✓

TOTAL \$ 30.00



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**JANICE M. HAMMONDS, RECORDER OF DEEDS**  
**ST. LOUIS COUNTY MISSOURI**  
**41 SOUTH CENTRAL, CLAYTON, MO 63105**

TYPE OF  
INSTRUMENT  
**RESTR**

GRANTOR  
**ASSOCIATION BAYWOOD  
VILLAGES CONDOMINIUM**

TO

GRANTEE

PROPERTY  
DESCRIPTION:

**BAYWOOD VILLAGES CONDO**

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

**00440**

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 19 pages, (this page inclusive), was filed for record in my office on the 28 day of March 2012 at 07:28AM 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.

ER  
Deputy Recorder



*Janice M. Hammonds*

St. Louis County, Missouri

Mail to:

**Sandberg Phoenix & von Gontard P.C.**  
**600 Washington Avenue - 15th Floor**  
**St. Louis, MO 63101**

Destination code: **4002**

RECORDING FEE 75.00  
 (Paid at the time of Recording)



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[The space above is for Recorder's use only]

1.    **Title of Document:**    Baywood Villages Condominium Association Rules and Regulations Regarding Mid-Rise Building Garage Parking Space Use and License
2.    **Date of Document:** April 1, 2012
3.    **Grantor(s):**           Baywood Villages Condominium Association
4.    **Grantee(s):**          Owners of Units in Mid-Rise Buildings in Baywood Villages Condominiums
5.    **Statutory Mailing Address(es):**    Grantor:  
Baywood Villages Condominium Association  
c/o The Smith Management Group  
1630 Des Peres Road, Suite 210  
St. Louis, MO 63131  
  
Grantee:  
Mid-Rise Building Unit Owners  
200, 207, and 208 Ambridge Court  
Chesterfield, MO 63017
6.    **Legal Description:** Building G-2, as depicted on the Plat of Baywood Villages Condominiums Phase 6, as recorded in Plat Book 222, Pages 21-26 of the St. Louis County Records; Building G-1, as depicted on the Plat of Baywood Villages Condominiums Phase 8, as recorded in Plat Book 231, Pages 32-35 of the St. Louis County Records; and Building G-3, as depicted on the Plat of Baywood Villages Condominiums Phase 14, as recorded in Plat Book 259, Pages 21 and 22 of the St. Louis County Records.
7.    **Book and Page References:**    Book 7366, Pages 270-298 and Book 8561, Pages 479-527

BAYWOOD VILLAGES CONDOMINIUM ASSOCIATION  
RULES AND REGULATIONS REGARDING MID-RISE BUILDING  
GARAGE PARKING SPACE USE AND LICENSE

THESE RULES AND REGULATIONS regarding the Mid-Rise Building Garage Parking Space Use and License (the "Rules and Regulations") are hereby adopted and made effective by the Baywood Villages Condominium Association, a Missouri not-for-profit corporation (the "Association"), as of the 1<sup>st</sup> day of April 2012 (the "Effective Date").

RECITALS

1. Baywood Villages "Condominium" was formed and recorded on or about October 19, 1981 at Book 7366, Pages 270-298, in the St. Louis County Records, and subsequently amended several times with a "Restatement" of Declaration, last amended on or about July 11, 1989 at Book 8561, Pages 479-527, in the St. Louis County Records (collectively, the "Declaration"). The condominium and the Association are collectively referred to as "Baywood".
2. All capitalized terms used herein and not specifically defined herein have the meanings given to them in the Declaration.
3. Baywood has two types of Units, being Units within (i) three (3) three-story mid-rise buildings (each a "Mid-Rise Unit" and, collectively, the "Mid-Rise Units"); and (ii) Units within townhouse buildings, all as shown on the Plats recorded for Baywood with the St. Louis County Recorder of Deeds Office.
4. Each mid-rise building in Baywood (each a "Mid-Rise Building" and, collectively, the "Mid-Rise Buildings") contains parking and storage space for the mutual benefit of the Mid-Rise Units in such Mid-Rise Building. Such parking and storage areas are Limited Common Elements, as defined in the Declaration, for the exclusive use and enjoyment of the respective Unit Owners in that specific building, pursuant to Section 4.3(d)5 of the Declaration, which provides: "... any ... garage or storage area, ... designed to serve less than all of the Unit Owners but located outside of the boundaries of the Units, is a Limited Common Element allocated exclusively to those Units which it was designed to serve."
5. Article 7 of the Declaration provides: "... so long as the condominium property is subject to the Act ... the Common Elements shall remain undivided ...".
6. Section 5.2(c) (1) of the Declaration provides that "any common expense associated with the maintenance ... of a Limited Common Element shall be assessed against the group of Units to which that Limited Common Element is assigned, equally or on the basis specified in Section 5.1(b) as is deemed equitable by the Board under the circumstances."

7. The basement garage of each Mid-Rise Building contains sufficient parking spaces so that the residents of each Unit in that Mid-Rise Building may park at least one (1) vehicle and the residents of some, but not all Units in that Mid-Rise Building, may park two (2) vehicles.

8. The fact that there are insufficient parking spaces for each Unit in a Building to have the ability to use two parking spaces has raised an issue with how use of the spaces should be assigned; and these Rules and Regulations are intended to address that issue.

9. Article 12 of the Declaration provides: “The powers and duties of the Association shall include those set forth in the Act, this Declaration and the Article of Incorporation and Bylaws and shall include the following: . . . 12.7 Rulemaking. The power to adopt reasonable Rules and Regulations, and to require permits for particular uses of the Common Elements and to revoke same, and for the maintenance and conservation of the condominium for the health, comfort, and welfare of the Unit Owners, all of whom shall be subject to the Rules and Regulations.”

10. The Rules and Regulations set forth herein govern the use and licensing of, and allocation of the maintenance expense for, the parking spaces located in the Mid-Rise Buildings, which buildings are designated on the recorded Plats as:

- a. Building G-1 (commonly known as 207 Ambridge Court) of Baywood Villages Condominiums Phase 8, as recorded in Plat Book 231, Pages 32-35, of the St. Louis County Records;
- b. Building G-2 (commonly known as 200 Ambridge Court), of Baywood Villages Condominiums Phase 6, as recorded in Plat Book 222, Pages 21 – 26, of the St. Louis County Records; and
- c. Building G-3 (commonly known as 208 Ambridge Court) of Baywood Villages Condominiums Phase 14, as recorded in Plat Book 259, Pages 21 and 22, of the St. Louis County Records.

11. Article 13 of the Declaration provides, under Section 13.1, that before the Board amends the Bylaws or the Rules and Regulations . . . the Unit Owners shall have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association . . .”.

12. On or about August 26, 2011, the Board provided notice to the Mid-Rise Unit Owners, in accordance with Sections 1.20 and 1.21 of the Declaration, of a meeting to be held on September 28, 2011, which meeting was to receive comments on the then proposed Rules and Regulations. Thereafter, on September 1, 2011, the Unit Owners were notified that the date of the meeting was changed to October 12, 2011.

13. Such meeting was held on October 12, 2011; significant comments were received; two additional meetings were thereafter held to receive additional comments from the Mid-Rise Unit



Owners; revisions were made to the proposed Rules and Regulations to address those comments; and, subsequently, on or about March 15, 2012, the Board provided notice to the Mid-Rise Unit Owners of its decision to adopt and record these Rules and Regulations.

NOW, THEREFORE, the Association hereby adopts the following Rules and Regulations regarding the use and licensing of parking spaces in the Mid-Rise Buildings, to be effective as of the Effective Date first set forth above:

1. The Owner or lessee<sup>1</sup> of a Unit in a Mid-Rise Building shall receive one or two personal licenses for the exclusive use of the number of parking spaces located in the Mid-Rise Building in which their Unit is located that such Unit's Owners or lessees were using as of October 12, 2011 (an "Original License"), which, in no case shall be for more than two (2) spaces for any one Unit. For purposes of the foregoing and these Rules and Regulations, the term "Unit Owner" or "Owner" shall refer to the legal owner of a Unit or a person who resides in the Unit who the Board, in its sole discretion, finds is related to such legal owner in such a manner as to create an interest similar to that of a legal owner of a Unit (e.g., a beneficiary of a trust or a spouse of the legal owner might have an interest similar to ownership).<sup>2</sup>
2. The Licenses shall be in the form of Exhibit A attached hereto and incorporated herein by this reference; and a list of the spaces for which an Original License will be issued is attached hereto as Exhibit B, which is also incorporated herein by this reference. The specific space licensed to each licensee shall be in the sole discretion of the Board, and shall be based on criteria established by the Board from time to time, initially including the current use of the spaces, and the physical limitations of (i) the licensees and (ii) the spaces available in each Mid-Rise Building.
3. Mid-Rise Unit Owners and lessees who are licensed only one (1) space on Exhibit B are listed in order of seniority of their ownership or leasehold interest of their Unit in their respective Building, on Exhibit C attached hereto and incorporated herein by this reference (the "Seniority List"). The Seniority List shall be based on the length of continued and uninterrupted ownership or leasehold interest of a specific Mid-Rise Unit. If a lessee becomes an Owner, or vice versa, the duration of their prior interest in the unit shall be included, in determining seniority, as long as their residence in the Unit has been uninterrupted.
4. Should a Mid-Rise Unit Owner or lessee cease to use a parking space for which they hold an Original License to park a vehicle (a "Ceasing Licensee") thereby creating an unused parking space (an "Unused Space"), the Mid-Rise Unit Owner

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<sup>1</sup> If the Unit is leased, the lessee will be considered the Unit Owner, for purposes of these Rules, so long as a copy of the written lease is on record with the Association. Both the lessee and the lessor must be in good standing with the Association, to receive and/or maintain a license.

<sup>2</sup> If the Owner is a trust, corporation, or other entity, the Board will review the ownership entity to determine the person(s) to be treated as the "Owner", for purposes of the License(s) to be granted.

with the most seniority on the Seniority List for the Building in which such Unused Space is located who has requested, in a writing delivered to the property manager, use of a second space and who then owns (or leases) two or more vehicles (or indicates, in such writing, that they intend to acquire a second vehicle, upon receipt of a second License) and who does not then have use of two (2) parking spaces in the Building, shall be entitled to park a vehicle in such Unused Space and shall be granted an interim license to use such space to park a vehicle (an "Interim License"). If the holder of the Original License for such space has constructed a storage locker on a part of such space, such Original License holder shall continue to have the exclusive right to use such storage locker, unless the Board, in its sole discretion, finds that such storage locker interferes with the reasonable use of such space for vehicle parking and notifies such Original License holder that such locker must be removed or altered to accommodate reasonable parking. If the Board so finds, the holder of the Original License shall remove or modify the locker as directed by the Board, at the holder's expense.

5. Should a Mid-Rise Unit Owner or lessee who has received an Interim License for a second garage parking space cease to continue to own a second vehicle and/or cease to use such second space, such Interim License for the second garage parking space shall automatically terminate, and the space shall, thereupon, be reallocated to the Mid-Rise Unit Owner or lessee on the Seniority List for the Building in which such space is located who is then most senior and who owns at least two vehicles, but has a license for only one space, and an Interim License shall be issued to such Mid-Rise Unit Owner or lessee, subject to these Rules and Regulations.
6. Should a Ceasing Licensee again acquire ownership of a second vehicle which they desire to park in the space for which they hold an Original License, they may notify the Board and the Interim License issued for such space shall terminate ten (10) business days after the Board receives such notice, at which time the Mid-Rise Unit Owner or lessee holding the Original License shall, again, have the right to use such space.
  - a. Upon receipt of notice pursuant to this Section 6 from the holder of the Original License, the Board shall, immediately, notify the Mid-Rise Unit Owner or lessee holding the Interim License that the Interim License will be terminated, as of 12:01 a.m. on the eleventh (11<sup>th</sup>) business day following the day the Board receives notice from the holder of the Original License, and the holder of the Interim License shall cease to use such space, as of the effective date of such termination.
  - b. Notification shall be made by mailing a notice of termination of the Interim License to the address of the Unit for which the Interim License had been issued, and by posting a copy of such notice both on the exterior door to such Unit and on the parking space involved.

- c. Should a Mid-Rise Unit Owner or lessee with less seniority (a “Junior Licensee”) than the Mid-Rise Unit Owner or lessee whose Interim License has been so terminated (the “Senior Licensee”) hold an Interim License for a different space (a “Subordinate License”), the Board shall, contemporaneously with the notice given pursuant to sub-section (b) above, notify the Junior Licensee, in the same manner as in sub-section (b) above, that the Subordinate License is being terminated as of the effective date determined under sub-section (a) above, and the Senior Licensee shall be granted a new Interim License to use the space previously licensed under the Subordinate License, as of such effective date. If there is more than one Subordinate License at the time the Board receives notice from the holder of the Original License, the Subordinate License held by the Junior Licensee with the least seniority shall be the license which is so terminated, such that seniority of those Mid-Rise Unit Owners and lessees in a Building who own more than one vehicle, but who hold only one Original License, shall always govern the order of right to receive an Interim License to use any Unused Spaces.
- 7. Both Original Licenses and Interim Licenses (collectively, “Licenses”) are appurtenant to a Unit Owner’s or lessee’s Unit (in other words, one must own or lease a Mid-Rise Unit in a particular Building to be granted a License for a parking space in such Building).
- 8. Licenses will only be granted for parking spaces for vehicles that qualify to be parked in the Mid-Rise Buildings’ garages pursuant to the terms of Section 9.14 of the Declaration and any rules and regulations duly adopted by the Board.
- 9. A License may be suspended by the Board, if the Unit Owner violates the Act, the Declaration, the By-Laws, these Rules and Regulations, and/or any other rules and/or regulations validly adopted by the Association, from time to time.
- 10. A License is personal to the Unit Owner or lessee to whom it is issued and may not be assigned by the licensee.
- 11. All Licenses will be revocable, in the Board’s sole discretion.
- 12. In the event a Unit Owner or lessee ceases to own or lease their Unit, the Board shall issue an Original License to the subsequent owner or lessee of the Unit, for the space(s) shown on Exhibit B for such Unit, such license to be subject to these Rules and Regulations (as they may be amended, revoked, or modified, by the Board, from time to time hereafter). Any Interim License held by an owner or lessee who ceases to own or lease their Unit shall terminate, when the licensee’s interest in the Unit ceases; and subsequent owners and/or lessees of such Unit shall be placed on the Seniority List, in the order of the acquisition of their interest in the Unit.



13. A Mid-Rise Unit Owner may not represent or advertise a garage parking space for sale with a Unit, except solely by reference to these Rules and Regulations.
14. Subject to Section 4, above, each Unit Owner may continue to use the storage space(s) they have been using immediately prior to the adoption of these Rules and Regulations; provided, however, that the Board 1) reserves the right to adopt more specific rules and regulations concerning the use and/or licensing of the storage spaces at any time in the future, and 2) the Board may require a relocation or modification of the storage spaces all at the Board's sole and absolute discretion.
15. Other:
  - a. Storage of a vehicle is strictly prohibited. The definition of storage is:
    - i. an inoperable vehicle for more than 72 hours;
    - ii. a vehicle which has not moved out of the garage for more than 30 days;
    - iii. a vehicle that has not been driven more than 50 miles in 30 days by proof of an odometer reading;
    - iv. an exception to ii and iii above shall apply to licensees that have gone out of town for a period in excess of 30 days.
  - b. Parking may not be reserved or saved for friends or family.
  - c. All prior agreements with, between, and among Owners regarding parking space usage are hereby terminated and canceled by the Board.
  - d. Garage parking is for motor vehicles only.
  - e. Mid-Rise Owners/Lesseees shall only park inside the Building in which they own or lease a Unit.
  - f. The Board may require a licensee to change parking spaces, in order to accommodate Americans with Disabilities Act or Fair Housing statutes or regulations.
16. These Rules and regulations, and all Licenses granted pursuant hereto, may be revised, modified, amended, revoked, and/or terminated in the sole discretion of the Board, from time to time.

IN WITNESS WHEREOF, the Baywood Villages Condominium Association has adopted these Rules and Regulations effective as of the date and year first above written.

BAYWOOD VILLAGES CONDOMINIUM  
ASSOCIATION, a Missouri Not-For-Profit Corporation

By: Joann Schwab  
Print Name: JoAnn Schwab

Dale A. Knight  
Print Name: DALE A. KNIGHT

David E. Wuenschel  
Print Name: David E. Wuenschel

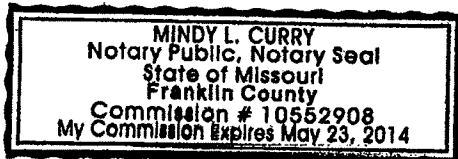
Being all of the Board of Directors of Baywood  
Villages Condominium Association

STATE OF MISSOURI )  
                                  ) SS  
St. Louis COUNTY )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY THAT** Joann Schwab, Dale Knight, and Dave Wuenschel, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged each acknowledged that they signed and delivered the said instrument as members of the Board of Directors of Baywood Villages Condominium Association, as their own free and voluntary acts and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of March, 2012.

Mindy L. Curry  
Notary Public



**EXHIBIT A**

**MID-RISE BUILDING PARKING LICENSE**

**THIS MID-RISE BUILDING PARKING SPACE LICENSE** ("**License**") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between BAYWOOD VILLAGES CONDOMINIUM ASSOCIATION, a Missouri not-for-profit corporation ("**Licensor**"), and \_\_\_\_\_ ("**Licensee**"), residing in Unit \_\_\_\_ of \_\_\_\_ Ambridge Court, Chesterfield, Missouri 63017 (the "Premises").

**RECITALS**

A. Licensor operates the condominium complex in which Licensee resides.

B. Such condominium complex is governed by a Declaration recorded on or about October 19, 1981 at Book 7366, Pages 270-298, in the St. Louis County Records, and subsequently amended several times with a "Restatement" of Declaration, last amended on or about July 11, 1989 at Book 8561, Pages 479-527, in the St. Louis County Records (collectively, the "Declaration").

C. Pursuant to the Declaration, the Licensor adopted Rules and Regulations Regarding Mid-Rise Building Parking Space Use and Licensing which were recorded at Book \_\_\_\_, Pages \_\_\_\_ of the St. Louis County Records, on or about \_\_\_\_\_, 20\_\_ (the "Rules and Regulations").

D. The Rules and Regulations allow the Licensor to grant the Licensee an exclusive license to use parking spaces in the Premises, subject to the terms and conditions of the Rules and Regulations.

E. Licensee desires to use for the parking of motor vehicle the parking space located in the basement garage of the Premises depicted as space "P\_\_" on the copy of the Plat that is attached hereto as Exhibit 1, which is hereby incorporated herein by this reference (the "Parking Space").

F. Subject to the terms hereof, Licensor is willing to allow Licensee access to and use of the Parking Space.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **License of Space.** Licensor hereby licenses to Licensee the exclusive use of the Parking Space, pursuant to the terms of the Rules and Regulations, which terms are hereby incorporated herein by this reference. Pursuant to the Rules and Regulations, the license issued hereby is an:

\_\_\_\_\_ Original License

\_\_\_\_\_ Interim License

2. **License Fee.** Licensee shall not be required to pay Licensors a separate fee for the Parking Space License.

3. **Exclusion of Warranties; Use.** The Parking Space is licensed to Licensee "AS IS" without any warranties, express or implied, or representations. Licensee acknowledges and agrees that, as between Licensors and Licensee, Licensee accepts the Parking Space and the Premises on which it is located in the present condition, "AS IS", and Licensors makes no representations, statements or warranties, express or implied, with respect to the nature of, or condition of the Premises. Licensee agrees that Licensee shall occupy and use the Parking Space for the parking of a motor vehicle registered to Licensee in accordance with the Declaration and the Rules and Regulations, and for no other purpose, without Licensors's prior written consent.

4. **Indemnity; Releases.** Licensee agrees to indemnify, defend and hold Licensors harmless from and against any and all claims, causes of action, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from the negligence or other wrongful conduct of Licensee or any of Licensee's invitees, guests, agents, contractors, or assigns, and/or from any breach of this Agreement by Licensee.

5. **License Appurtenant.** This License is appurtenant to Licensee's ownership of Licensee's Unit in the Premises and is personal to Licensee.

6. **License May Be Suspended.** This License may be suspended by Licensors, if Licensee violates the Act (as defined in the Declaration), the Declaration, the Licensors's By-Laws, the Rules and Regulations, and/or any other rules and/or regulations validly adopted by Licensors from time to time.

7. **Cessation of Use and Termination.**

a. **Original License.** If the license issued hereby is an Original License and Licensee ceases to use the Parking Space to park a vehicle, thereby creating an unused space, Licensee shall, as soon as practicable, inform Licensors that they have ceased using the Parking Space and Licensors shall, thereafter, issue Interim Licenses allowing other Mid-Rise Unit Owners to use the Parking Space, in accordance with the Rules and Regulations. Should Licensee again acquire ownership of a second vehicle which they desire to park in the Parking Space, they may so notify Licensors, in writing, and Licensors shall, thereupon terminate any Interim License issued for the Parking Space, effective ten (10) business days after Licensors receives such notice, and Licensee shall, again, have the right to use the Parking Space as of such 12:01 a.m. on the day immediately following the effective date of the termination of such Interim License.

b. **Interim License.** If the license issued hereby is an Interim License:

- (i) Should Licensee cease to continue to own a second vehicle and/or cease to use the Parking Space, this license shall automatically terminate, and Licensee shall have no further right to use the Parking Space.
- (ii) Licensors may terminate this license, pursuant to Section 6 of the Rules and Regulations upon ten (10) days advanced written notice to Licensee and,



in that event, Licensee shall cease to use the Parking Space no later than 12:01 a.m. on the day immediately following the effective date set forth in such notice of termination.

8. **Advertising of Spaces Prohibited.** Licensee may not represent or advertise the Parking Space for sale with a Unit; provided that, if this is an Original License, Licensee may reference the Rules and Regulations, and specifically refer to Section 12 thereof.

9. **Assignment of License Prohibited.** Neither this License nor any of the rights, duties or obligations of Licensee hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise. Any assignment or delegation or attempted assignment or delegation shall, at the election of Licensors, be void and of no force or effect.

10. **Power to Terminate.** This License is granted under the power of the Licensors' Board of Directors; and it is subject to modification, amendment, revocation, or termination by the Board in accordance with the Rules and Regulations.

11. **Miscellaneous.** The parties hereto are acting as independent contractors, and this License shall not create a partnership, joint venture, agency or employment relationship between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. Each of the parties hereby irrevocably submits to and accepts the jurisdiction of any state or federal court sitting in St. Louis County, Missouri, and each of the parties hereby irrevocably agrees that any action may be heard and determined in such state court or in such federal court. In the event any legal action is taken under this License, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees, cost of suit, and all other costs reasonably related to enforcement of its rights under this License. This License may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement. Signatures transmitted by facsimile machine, pdf file, or similar digital imaging method shall be treated as original signatures for all purposes.

**IN WITNESS WHEREOF,** the undersigned have caused this License to be executed by their duly authorized representatives as of the date first set forth above.

**LICENSOR:**

BAYWOOD VILLAGES CONDOMINIUM  
ASSOCIATION, a Missouri Not-For-Profit Corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Being all of the Board of Directors of Baywood  
Villages Condominium Association

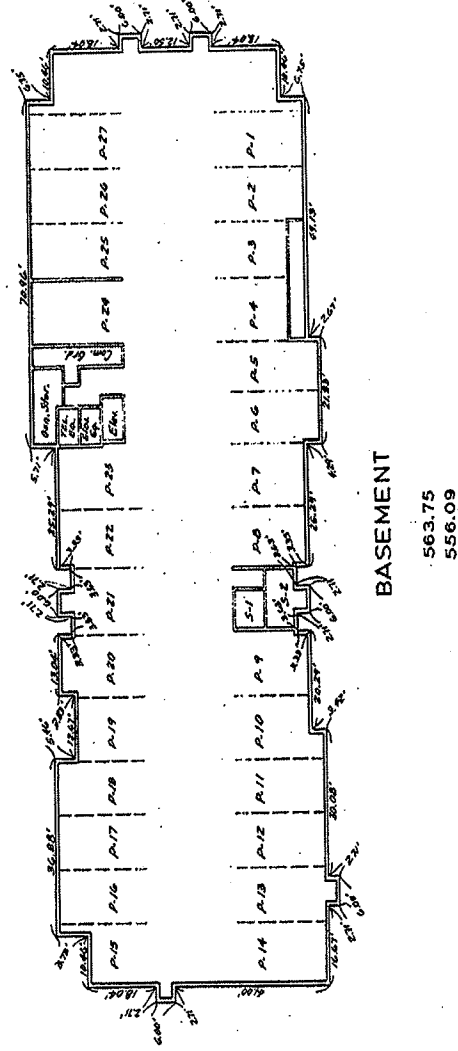
**LICENSEE:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

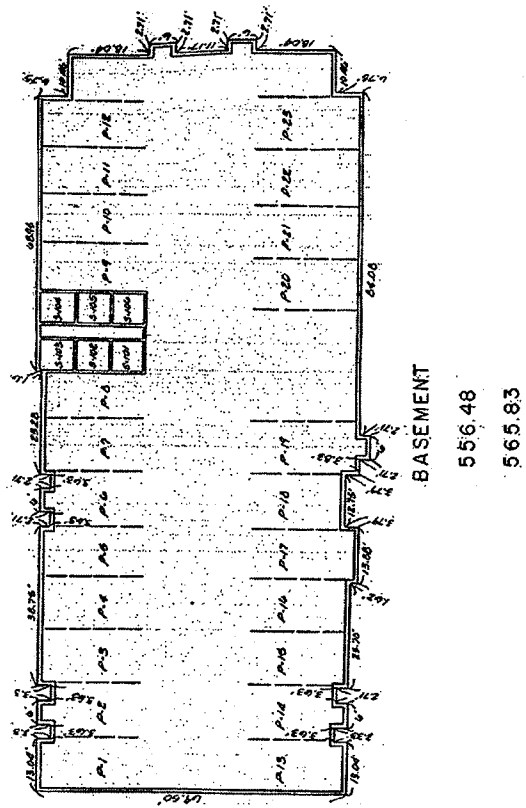
**EXHIBIT 1**

Depiction and Designation of Spaces

Building G-1  
207 Ambridge Court



**Building G-2  
200 Ambridge Court**

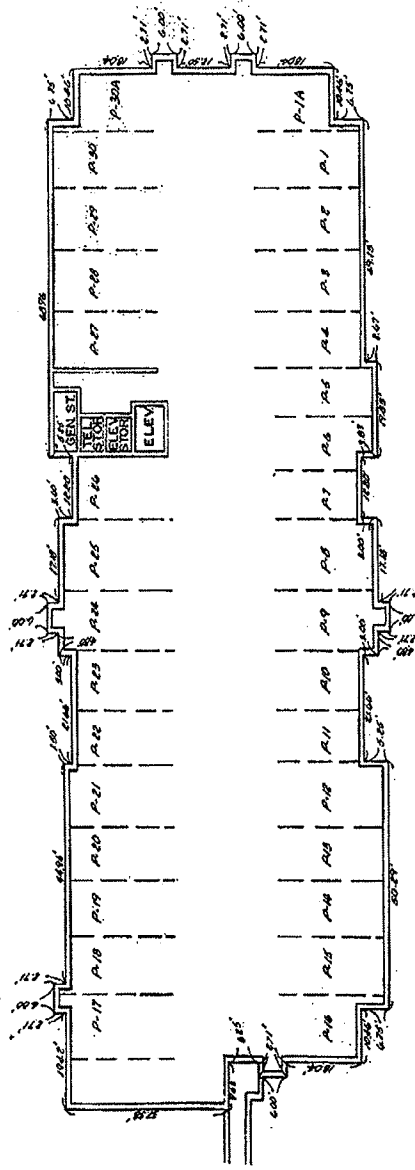




Building G-3  
208 Ambridge Court

BASEMENT

565.65  
555.79



**EXHIBIT B**

Original Licenses to be Issued

200 AMBRIDGE COURT PARKING LICENSES	
UNIT NUMBER	PARKING SPACE(S)
#101	#14
#102	#1 & #8
#103	#3 & #4
#104	#12 & #19
#105	#6
#106	#7
#201	#9 & # 20
#202	#23A
#203	#15 & 16
#204	#18
#205	#12A
#206	#5
#301	#17
#302	#13
#303	#10 & #11
#304	# 23
#305	#2
#306	#22 & #21

207 AMBRIDGE COURT PARKING LICENSES	
UNIT NUMBER	PARKING SPACE(S)
#101	#16 & #17
#102	#27
#103	#19
#104	#21
#105	#18
#106	#20 & #9

#201	#3 & #1A
#202	#12 & #13
#203	#23
#204	#1 & #2
#205	#14
#206	#7 & #8
#301	#11
#302	#22 & #15
#303	#25 & #4
#304	#10
#305	#26
#306	#5 & #6

208 AMBRIDGE COURT PARKING LICENSES	
UNIT NUMBER	PARKING SPACE(S)
#101	#11
#102	#26
#103	#1 & #2
#104	#24 & #25
#105	19 & #30
#106	#27
#201	#7 & #8
#202	#4 & #30a
#203	#10
#204	#20 & #21
#205	#22 & #23
#206	#29
#301	#12 & #13
#302	#9
#303	#3 & #28
#304	#5 & #6
#305	#16 & #17
#306	#14 & #15

**EXHIBIT C**  
Seniority List

**[As of March 15, 2012]**

**Building G-1 (commonly known as 207 Ambridge Court):**

<u>Date Unit Acquired</u>	<u>Unit No.</u>
11/13/2002	305
6/9/2003	304
6/3/2005	301
1/31/2006	205
9/22/2006	105
12/24/2008	103
6/9/2010	102
6/25/2010	203
10/15/2010	104

**Building G-2 (commonly known as 200 Ambridge Court):**

<u>Date Unit Acquired</u>	<u>Unit No.</u>
4/22/1993	204
5/23/1995	301
12/12/1996	106
7/6/1999	105
12/29/2003	206
6/29/2006	305
10/26/2006	302
11/17/2006	101
8/6/2007	202
7/30/2009	304
4/29/11	205

**Building G-3 (commonly known as 208 Ambridge Court):**

<u>Date Unit Acquired</u>	<u>Unit No.</u>
8/1/2000	302
7/11/2002	203
4/15/2005	101
9/19/2006	206
5/18/2007	106
12/29/2010	102





\* 2 0 1 7 1 1 2 2 0 0 4 9 4 \*

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

TYPE OF INSTRUMENT <b>RESTR</b>	GRANTOR <b>BAYWOOD VILLAGES CONDOMINIUMS ASSN</b>	TO	GRANTEE
PROPERTY DESCRIPTION:	<b>BAYWOOD VILLAGES CONDOMINIUMS</b>		

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  
**00494**

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 58 pages, (this page inclusive), was filed for record in my office on the 22 day of November 2017 at 12:12PM 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.

MM  
Deputy Recorder



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

Mail to:

Sandberg Phoenix & von Gontard P.C.  
600 Washington Avenue - 15th Floor  
St. Louis, MO 63101

Destination code: **4002**

RECORDING FEE 192.00  
(Paid at the time of Recording)

**RECORDING MEMORANDUM**

**Instrument:** Baywood Villages Condominium Association Second Restatement of Declaration

**Grantor:** Baywood Villages Condominium Association  
c/o Smith Management Group  
1630 Des Peres Road, Suite 210  
St. Louis, MO 63131

**Grantee:** Baywood Villages Condominium Association  
c/o Smith Management Group  
1630 Des Peres Road, Suite 210  
St. Louis, MO 63131

**Date:** November 15, 2017

**Legal Description:** See Exhibit "A," which is attached hereto and incorporated herein by reference

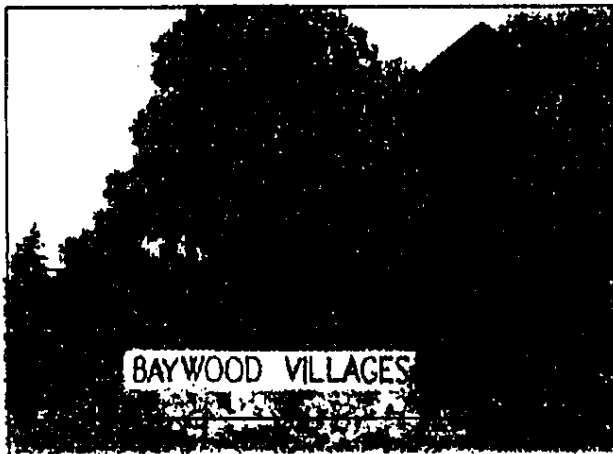
**County:** Saint Louis County, Missouri

**Reference:** "Declaration of Condominium Bylaws and Indenture of Baywood Villages Townhouses," as recorded on October 19, 1981 in Book 7366, Pages 270-298 of the St. Louis County Records, as amended by instruments recorded in Book 7366, Page 917; Book 7377, Page 681; Book 7395, Page 1500; Book 7423, Page 2088; Book 7476, Page 1581; Book 7539, Page 1359; Book 7599, Page 208; Book 7668, Page 2498; Book 7742, Page 18; Book 7764, Page 570; Book 7825, Page 2038; Book 7863, Page 592; Book 7917, Page 1356; Book 8085, Page 192; Book 8250, Page 307; Book 8435, Page 1825; and Book 8561 Pages 480-522; all as recorded in the official records of the Office of the Recorder of Deeds of St. Louis County

This cover page is attached solely for the purpose of complying with the requirements stated in Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**BAYWOOD VILLAGES CONDOMINIUM ASSOCIATION**

**Second Restatement  
of  
DECLARATION**



August, 2017

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**BAYWOOD VILLAGES CONDOMINIUM  
SECOND RESTATEMENT OF DECLARATION**

WHEREAS, Developer submitted certain parcels of real property, together with all Improvements thereon, to the Condominium Property Act of Missouri, Sections 448.005 to 448.210, Mo.Rev.Stat., by virtue of the "Declaration of Condominium Bylaws and Indenture of Baywood Villages Townhouses," as recorded on October 19, 1981 in Book 7366, Pages 270-298 of the St. Louis County Records, as amended by instruments recorded in Book 7366, Page 917; Book 7377, Page 681; Book 7395, Page 1500; Book 7423, Page 2088; Book 7476, Page 1581; Book 7539, Page 1359; Book 7599, Page 208; Book 7668, Page 2498; Book 7742, Page 18; Book 7764, Page 570; Book 7825, Page 2038; Book 7863, Page 592; Book 7917, Page 1356; Book 8085, Page 192; Book 8250, Page 307; Book 8435, Page 1825; and Book 8561 Pages 480-522; all as recorded in the official records of the Office of the Recorder of Deeds of St. Louis County (hereinafter referred to as "Declaration"); and

WHEREAS, the Uniform Condominium Act of Missouri (hereinafter referred to as the "Act"), Sections 448.1-101 to 448.4-120, Mo.Rev.Stat., authorizes amendment of the Declaration by adoption of any of Sections 448.1-101 to 448.4-120; provided, however, that such amendment shall be adopted in conformity with the procedures and requirements specified in the Declaration and the Condominium Property Act of Missouri; and

WHEREAS, Section 13.1 of the Declaration provides that the Declaration may be amended; provided, however, that it shall contain at all times the minimum requirements imposed by Sections 448.005 to 448.210, in particular Sections 448.180 and 448.140; and

WHEREAS, Section 13.1 of the Declaration authorizes the Unit Owners to amend the Declaration as provided therein or in compliance with subsequent statutory enactment; that such subsequent statute has been enacted in Section 448.2-117 of the Act, and that said Section 448.2-117 is deemed to be applicable to amendment of the Declaration; and

WHEREAS, the Unit Owners of Baywood Villages Condominium, in compliance with Section 13.1 of the Declaration and Section 448.2-117 of the Act, desire to amend the Declaration for the purpose of adopting certain provisions of the Act, as hereinafter set forth:

NOW THEREFORE, the Unit Owners of Baywood Villages Condominium, pursuant to the authority and procedure to amend as set forth in the Declaration and in accordance with Section 448.2-117 of the Uniform Condominium Act of Missouri, do hereby amend the Declaration as follows:

1. The Declaration of Condominium Bylaws and Indenture of Baywood Villages Townhouses as amended by the hereinabove-described recorded instruments is hereby deleted in its entirety, and a Restatement of Declaration of Baywood Villages Condominium substituted in lieu thereof and that Baywood Villages Condominium is hereby submitted to the Uniform Condominium Act of Missouri, Sections 448.1-101 through 448.4-120, as follows:

ARTICLE ONE  
DEFINITIONS

- 1.1 "Act" means the Uniform Condominium Act of Missouri, Sections 448.1-101 to 448.4-120, Mo.Rev.Stat.;
- 1.2 "Allocated Interests" means the undivided interest in the Common Elements, the Common Expense Liability, and the votes in the Association allocated to each Unit;
- 1.3 "Association" means the Baywood Villages Condominium Association organized under Chapter 355, Mo.Rev.Stat., Section 448.3-101 of the Act and Article Ten, herein;
- 1.4 "Board of Directors" or "Board" means the body, designated in Article Eleven of this Declaration, to act on behalf of the Association;
- 1.5 "Bylaws" means the Bylaws of the Association, as amended from time to time;
- 1.6 "Common Elements" means all portions of the Condominium other than the Units;
- 1.7 "Common Expenses" means the expenses and financial liabilities of the Association, including:
  - (a) Expenses of administration, maintenance, repair or replacement of the Common Elements, except those portions of the Limited Common Elements designated as the responsibility of the Unit Owners;
  - (b) Expenses declared to be Common Expenses by the Act, Declaration, or Bylaws;
  - (c) Expenses agreed upon as Common Expenses by the Association; and
  - (d) Such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association;
- 1.8 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Section 448.2-107 of the Act and Section 5.1 of this Declaration;
- 1.9 "Common Ground(s)" or "Grounds" means all property in the Condominium except for private courtyards;
- 1.10 "Condominium" means Baywood Villages Condominium, and the real property described in Exhibit A attached hereto, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions;
- 1.11 "Declaration" or "Restatement" means this instrument and any amendments thereto;

- 1.12 "Director" means a member of the Board of Directors;
- 1.13 "Dispose" or "Disposition" means a voluntary transfer to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a Security Interest;
- 1.14 "Documents" means the Declaration, recorded Plat and Plans, the Bylaws; and Board Rules and Regulations as they be amended from time to time. Any exhibit, schedule, or certification accompanying a Document is a part of that Document;
- 1.15 "Eligible Mortgagee" means the holder of a Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article Nineteen;
- 1.16 "Identifying Number" means a symbol or address that identifies only one Unit in the Condominium;
- 1.17 "Improvements" means any construction, structure, fixture or facilities existing or to be constructed on the land included in the Condominium, including but not limited to, buildings, clubhouse, swimming pool, tennis courts, fences, trees and shrubbery planted by the builder, an Owner, or the Association, paving, utility service, pipes, and light poles;
- 1.18 "Limited Common Elements" means the portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of Subsections (2) and (4) of Section 448.2-102 of the Act. The Limited Common Elements in the Condominium are described in Section 4.3 of this Declaration;
- 1.19 "Majority" or "Majority of Unit Owners" means the Owners of more than fifty percent (50%) of the votes in the Association;
- 1.20 "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 13.1 of this Declaration;
- 1.21 "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon.
- 1.22 The procedures for Notice and Hearing are set forth in Section 13.2 of this Declaration;
- 1.23 "Person" means a natural person, corporation, business trust, state trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity, provided, however, that in the case of a land trust, "person" means the beneficiary of the trust rather than the trust or the trustee;

- 1.24 "Plat" means the plat or plats, or survey or surveys, together with amendments thereto, of the parcel, all Improvements and structures erected, constructed or contained therein or thereon, including the buildings 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 Sections 448.005 through 448.210, Mo.Rev.Stat., said Plats being recorded in Plat Book 210, Pages 58-60; Plat Book 210, Pages 62-63; Plat Book 212, Pages 74-75; Plat Book 214, Pages 57-59; Plat Book 218, Pages 1-4; Plat Book 222, Pages 21-26; Plat Book 226, Pages 44-46; Plat Book 231, Pages 32-35; Plat Book 236, Pages 38-39; Plat Book 237, Pages 80-82; Plat Book 242, Pages 4-6; Plat Book 244, Pages 40-42; Plat Book 248, Pages 43-44; Plat Book 259, Pages 21-22; of the official records of the Recorder of Deeds, County of St. Louis, State of Missouri;
- 1.25 "Rules" or "Rules and Regulations" means Rules for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Executive Board pursuant to this Declaration;
- 1.26 "Security Interest" means an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, Deed of Trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents and any other consensual lien or title retention contract intended as security for an obligation;
- 1.27 "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to the plat and amended plats;
- 1.28 "Unit Owner" or "Owner" means a Person or entity that owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation.

ARTICLE TWO  
NAME OF CONDOMINIUM AND OF ASSOCIATION

- 2.1 **Condominium.** The name of the Condominium is Baywood Villages Condominium.
- 2.2 **Association.** The name of the Association is Baywood Villages Condominium Association.

ARTICLE THREE  
LOCATION

The entire Condominium is situated in the County of St. Louis, State of Missouri, and is located on land described in Exhibit A of this Declaration.

ARTICLE FOUR  
NUMBER OF UNITS, BOUNDARIES OF UNITS,  
and LIMITED COMMON ELEMENTS

4.1 **Units.** The location and dimensions of each building and Unit are depicted in the Plat. The number of Units is one hundred sixty-one (161).

4.2 **Subdivision, Conversion, and Relocation of Boundaries of Units.** The subdivision of a Unit by a Unit Owner is expressly prohibited. Subject to other provisions of law and the procedure set forth in Section 448.2-112 of the Act, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Unit Owners of those Units.

4.3 **Unit Boundaries; Common Elements; Limited Common Elements.** This Section provides definitions of the above. If the definition contained in this section 4.3 is inconsistent with the Plats or Plans, then this definition shall control.

(a) The boundaries of each Unit are shown on the Plat and are described as its walls, floor, and ceiling, and include the living portions, garage and basement areas which are for the exclusive use of the Owner of the Unit. Utilities, appliances, and fixtures occurring within the Units are included.

(b) The Common Elements include all portions of the Condominium other than the Units.

(c) Within the Common Elements there are also Limited Common Elements which include those portions of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of Subsections (2) and (4) of Section 448.2-102 of the Act. Because there are differences in the Limited Common Elements in a Townhome versus a Mid-rise Unit, they will be described separately, when applicable.

(d) Subject to the provisions of paragraphs (a), (b), and (c) in this Section, above, the following is considered part of the Unit throughout the Condominium:

(1) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, carpeting, finished flooring, and any other materials constituting any part of the finished surfaces thereof;

(2) Subject to the provisions of paragraph 4.3 (e), below, all spaces, interior partitions, and other fixtures and Improvements within the boundaries of a Unit are a part of the Unit;



(3) Certain Units may include special portions, pieces of equipment such as air conditioning compressors, meter boxes, utility connection structures, storage portions, and parking spaces situated in locations that are detached or semi-detached from the principal occupied portion of the Units. Such special portions are a part of the Unit notwithstanding their non-contiguity with the residential portions.

(e) Subject to paragraphs (a), (b) and (c) of this Section, above, the following is considered part of the **Common Elements** throughout the Condominium:

(1) All portions other than those shown in par. 4.3 (d) (1), above, including structural members of the walls, floors, or ceilings are a part of the Common Elements;

(2) If any flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, and any portion of it thereof is serving more than one Unit or any portion of a Common Element, this is considered a part of the Common Elements.

(f) Subject to paragraphs (a), (b) and (c) of this Section, above, the following is considered part of the **Limited Common Elements** throughout the Condominium:

(1) Any patio, greenhouse, deck, connecting terrace, balcony, porch, shutters, doorsteps, steps, enclosed yard, storage areas, driveway, walkway, skylight, awning, window box, planter, entrance way and door or gate thereto, exterior door, window, or other fixture designed to serve a single Unit, but located outside the Unit's boundaries, is a Limited Common Element allocated exclusively to that Unit.

(g) Subject to paragraphs (a), (b) and (c) of this Section, above, the following is considered part of the **Limited Common Elements** in a **Mid-rise**:

(1) Any hallway, entrance, elevators, emergency stairs, garage or storage area, including electrical fixtures and heat exchangers, designed to serve less than all of the Unit Owners but located outside of the boundaries of the Units, is a Limited Common Element allocated exclusively to those Units which it was designed to serve.

**4.4 Separate Parcels.** Each Unit which has been created, together with its interests in the Common Elements, constitutes for all purposes a separate parcel of real estate, and shall be separately taxed and assessed.

ARTICLE FIVE  
ALLOCATION of ALLOCATED INTERESTS

**5.1 Allocation of Allocated Interests.** The allocation of Allocated Interests is as follows:

(a) **Common Element Ownership Interests** are allocated on the basis of the floor area of each Unit as a percentage of the floor area of all the Units in the aggregate, as depicted in Exhibit B attached hereto.

(1) **Common Expense Liability** for Common Expenses of the Condominium is allocated to each Unit Owner on the same basis as specified in Section 5.1 (a), above. For Common Expenses associated with certain Limited Common Elements, the interest of each Unit Owner in the Mid-rise Buildings (identified by the Plat as Buildings G-1, G-2, and G-3) shall be allocated on the basis of the floor area of each Mid-rise Building Unit as a percentage of the floor area of all the Mid-rise Building Units in the aggregate. The interest of each Unit Owner in the Townhouse Buildings (identified by the Plat as all Buildings containing Units other than the Mid-rise Buildings,) shall be allocated on the basis of the floor area of each Townhouse Building Unit as a percentage of the floor area of all the Townhouse Building Units in the aggregate; provided, however, that this paragraph shall not prohibit the apportionment of certain Common Expenses to particular Units pursuant to Section 5.2 of this Declaration.

(2) **Votes in the Association** for all purposes including, but not limited to, adopting, ratifying or approving the budget or expenditures affecting the Condominium, electing Officers, and amending the Declaration, are allocated on an equal basis, i.e., each Unit has 1 vote.

**5.2 Common Expense Assessments.** Assessments shall be made at least annually, be based on an annual budget, and be payable in monthly installments, or as the Board may direct.

(a) Except for Assessments under Subsections (b) and (c) of this Section, all Common Expenses shall be assessed against all the Units in accordance with the allocations set forth in Section 5.1.

(b) Notwithstanding the allocations stated in Section 5.1(a)(1), above,

(1) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed equally against the group of Units to which that Limited Common Element is assigned, or on the basis specified in Section 5.1(a)(1) as is deemed equitable by the Board under the circumstances.

(2) Any Common Expense, or portion thereof, which benefits fewer than all of the Units, shall be assessed exclusively against the group of Units benefited equally, or on the basis specified in Section 5.1(a)(1) as is deemed equitable by the Board under the circumstances.

- (3) Any Common Expense, or portion thereof, for utilities, services, maintenance, repair, or replacement, the cost of which is equal per Unit, may be charged, passed through, or directly billed to each Unit or to those Units benefiting therefrom.
- (4) Any Common Expense for services provided by the Association to an individual Unit or group of Units at the request of the Unit Owner(s) shall be assessed against the Unit(s) which benefits from such services.
- (5) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (6) A Common Expense, the benefits of which accrue equally to each Unit or to a group of less than all the Units may be assessed equally to each Unit or to the Units in the group benefiting therefrom.
- (7) Fees, charges, late charges, fines, collection costs, interest, and attorneys' fees charged against a Unit Owner pursuant to the Documents and the Act are enforceable as Common Expense Assessments.
- (c) Assessments to pay a judgment against the Association shall be made only against the Unit Owners of the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.
- (d) Any Unit Owner, following Notice and Hearing, shall be liable for any damages to any person, any other Unit or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit, including but not limited to all mechanical and electrical systems, or Limited Common Elements assigned by this Declaration.
- (e) The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair, or make replacements to the Common Elements.
- (f) If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

ARTICLE SIX  
MAINTENANCE, REPAIR and REPLACEMENT

**General obligations of the Association**

- 6.1 Limited Common Elements.** The Association has the responsibility to see that the exterior appearance of the Condominium is maintained, which includes the Common Elements and, in some cases, Limited Common Elements in accordance with Section 15.2 of this Declaration. Unit Owners may ask for the Board's assistance in maintaining exterior Limited Common Elements associated with their

Units, or the Board may, after Notice and Hearing, deem it necessary to initiate needed maintenance because the Unit Owner has failed to do so. In either case, the Unit Owner or group of Unit Owners is/are responsible for the costs incurred in doing the required maintenance as outlined in Section 5.2 of this Declaration. Examples of this type of maintenance include, but are not limited to, the following:

- (a) In the Townhouse Buildings, the Association shall maintain, repair and replace the stoops, decks, walkways and driveways and the exterior doors, windows, shutters, garage doors, and landscaping associated with the Units where, in the judgement of the Board, such action is necessary and the Unit Owner has failed to do so.
- (b) In the Mid-rise Buildings, the Association shall, at Association cost, clean, maintain, repair, and replace all entrances, hallways, stairs, garages, electrical fixtures, and heat exchangers in such areas. The Association shall also maintain, repair, and replace stoops, decks, walkways and driveways and those Limited Common Elements associated with Mid-rise Buildings where, in the judgement of the Board, such action is necessary.
- (c) Each Unit Owner shall maintain, repair and replace, at the Owner's expense, any alteration, decoration, addition, removal or change to the exterior of the Owner's Unit that was made by either the current or any prior Owner of the Unit, whether such change was done with or without the approval of the Board as provided in Article Fifteen.
- (d) In the event any alteration, decoration, addition, removal, or change as defined in Section 6.3(c) becomes deteriorated or unsightly in the opinion of the Board, the Board may, after Notice and Hearing, require the Unit Owner to repair or replace it at Unit Owner's expense.
- (e) Each Unit Owner shall be responsible for removing all snow, leaves, and debris from all patios, enclosed or semi-enclosed courtyards, balconies and steps, which are Limited Common Elements appurtenant to the Owner's Unit. If any such Limited Common Element is appurtenant to two or more Units, the Owners of those Units will be jointly and severally responsible for such removal.

**6.2 Common Elements.** The Association shall maintain, repair, and replace all of the Common Elements.

**6.3 Units.** Each Unit Owner shall maintain, repair, and replace, at his own expense, all portions of his Unit and Limited Common Elements. The exterior of the exterior doors, windows, shutters, and garage doors shall be painted by the Association.

**6.4 Access.** Any person authorized by the Board shall have the right of access to all portions of the Condominium for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of any emergency, no such

request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

ARTICLE SEVEN  
COVENANT AGAINST PARTITION

So long as the Condominium property is subject to the Act, except as provided in the Act, the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated Interest of such Unit shall not be separate. Any deed, lease, mortgage, or other instrument purporting to separate any Unit from its Allocated Interest shall be void. Except for a boundary adjustment, as permitted in Article Sixteen hereof, no Unit Owner shall by deed, plat, or otherwise subdivide or attempt to cause a Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding, nothing contained herein shall prevent partition of a Unit between co-Owners, if a co-Owner has legal right thereto, except that any such partition shall be in kind.

ARTICLE EIGHT  
EASEMENTS

- 8.1 **Encroachments.** Through construction, settlement or shifting of any Building, should any part of a Common Element or a Unit encroach upon any Common Element or upon any other Unit, perpetual easements for the maintenance of any such encroachment and for the use of the space acquired thereby are hereby established and shall exist for the benefit of the Unit Owner or the Common Element, as the case may be; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owner.
- 8.2 **Easements Appurtenant to Unit.** Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Elements. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio, carport, garage, and parking space, if any, which are part of the Unit, should there be any encroachment on any Common Element. Each Unit is granted a perpetual easement to use the area outside the Building upon which the air conditioning compressor for that Unit is located.
- 8.3 **Easements in Gross.** The Condominium shall be subject to a perpetual easement in gross to the Association and the Board for ingress and egress, to perform its obligations and duties as required by this Declaration and the Bylaws.
- 8.4 **Driveway, Walkway, and Utility Easement.** Easements, as shown on the Plat, are established and dedicated for driveways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair, and replace water mains and pipes, sewer



lines, drainage, gas mains, television and telephone wires and equipment, data, and electrical conduits and wires over, under, along and on the Common Elements.

- 8.5 Effect of Easement.** All easements and rights herein established shall run with the land and inure to the benefit of and be binding on any Unit Owner, purchaser, holder of a Security Interest or other person having an interest in any portion of the Condominium property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

#### ARTICLE NINE RESTRICTIONS

- 9.1. General.** No person shall use the Units or Common Elements in any manner which does not conform to such Rules and Regulations which may be established by the Board from time to time. These are currently published in their entirety in the Baywood Villages Resident Guide as a supplement to the Restrictions contained herein.

The use of Units and Common Elements is restricted as follows:

- 9.2 Occupancy.** No part of any Unit shall be used for a purpose other than a single family residence, each Unit being occupied as a residence either by one (1) family or by not more than two (2) unmarried individuals and the children of either or both, without the prior written consent of the Board. A single family residence is defined as a single housekeeping Unit, operating on a nonprofit, noncommercial basis between its occupants, cooking, and eating with a common kitchen and dining area, with no more overnight occupants than two (2) per bedroom as designated on the plans on file with the building official of St. Louis County.

- 9.3 Obstructions.** There shall be no obstructions or storage on any portions of the Common Elements without the prior written consent of the Board.

(a) No clothes, laundry, or other articles shall be hung or exposed in any part of the Common Elements or on or about the exteriors of the Units.

(b) Mid-rise balconies/decks are Limited Common Elements and are Association maintained. To preserve and prolong their life, the floors of the balconies/decks are on a schedule for staining. Accordingly, no type of floor covering or paint is allowed to be placed on or applied to the floors since doing so could allow the surface to deteriorate by possibly retaining moisture.

(1) Any Mid-rise Unit Owner, who has placed any type of floor covering or paint on the Unit's balcony floor without Board approval, will be subject to provisions of enforcement outlined in Article Twelve herein, as well as absorbing all costs associated with returning the floor to its original condition, including, but not limited to, complete replacement.

**9.4 Signs.** No signs of any kind shall be displayed on any Common Element without prior written consent of the Board. You may, however, place one (1) sign inside a Unit's window indicating a Unit as being "For Sale." It is also permissible to display one (1) sign containing a political endorsement inside a Unit's window. Prior to the placement of these signs, written approval from the Board is required. The Board shall have the authority to require the sign to conform to reasonable regulations concerning its size and placement, as the Board may require. Permission for signage should be obtained at least fourteen (14) days in advance of the date to be displayed.

In addition, with the Board's written approval, up to four (4) signs at the streets and one (1) yard sign may be displayed on the day(s) of an Estate Sale or a realtor's Open House.

The Board shall have the right to erect reasonable and appropriate signs on the Common Elements.

**9.5 Antennas.** If a radio, television or other aerial, antenna, dish, tower or other transmitting or receiving structure, or support thereof, can only be installed on a roof, or attached to the exterior of a Unit, such installation requires advance written approval by the Board. If such a receiver can be erected, installed, or placed entirely within a portion of the Unit where no one else has any access, and it does not touch nor extend into or over Common Ground space, it may be installed without the prior written consent of the Board.

**9.6 Pets and Animals.** The number of pets is limited: Mid-rise Units are permitted to have one (1) dog; Townhome Units are permitted to have two (2) dogs. In addition, each Unit is permitted to have one (1) cat, and one (1) bird or one (1) other household animal; no reptiles, rabbits, snakes, livestock, fowl, or poultry of any kind, however, shall be kept, raised or bred in any portion of the Condominium. It's possible that other pets or household animals may become acceptable by the adoption of new regulations established by the Board from time to time.

(a) Any person who keeps or maintains a pet on the property shall be deemed to have indemnified and agreed to hold free and harmless the Management Agency, and each Board Member, for any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the property.

(b) Owners need to abide by the Rules for pets as shown in the Resident Guide, and shall submit a copy of a completed Pet Registration form therein exhibited, as applicable.

(c) Owners who lease their property shall obtain from the lessee, a written agreement (whether on the lease form itself, or in a separate document), to abide by the Rules for pets as shown in the Resident Guide, and shall submit a copy of a completed Pet Registration form therein exhibited, if applicable, and the lease agreement to the Management Agency.

**9.7 Nuisances.** No noxious or offensive activity shall be carried on in any Unit or in or on the Common Elements nor shall anything be done which will become annoying or a nuisance to other Owners or occupants. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or disturb them by unreasonable noises or otherwise, or permit any nuisance or illegal act in his Unit or upon the Common Elements.

**9.8 Business Use.** Except as may be incidental to residential purposes and not create a nuisance or in any way impair the rights of any Unit Owner under this Declaration, as determined by the Board, no business, trade, occupation or profession of any kind, including but not limited to day care, shall be conducted, maintained or permitted in any part of the Condominium.

**9.9 Clubhouse, Swimming Pool, Tennis Court, and Lake.** For the protection and benefit of all Unit Owners and their guests, Rules have been established to assure that the clubhouse and recreational facilities are operated in an acceptable and healthful manner. Extensive regulations regarding the use of the pool, clubhouse, tennis court and the lake will be found in Section VI of the Resident Guide for Baywood Villages Condominiums.

**9.10 Leases.** No Unit shall be rented by the Unit Owners thereof for transient or hotel purposes, which shall be defined as rental for any period less than twelve (12) months or any rental if the occupants of the Unit are provided customary hotel services; provided, however, that any Unit Owner of a Unit so rented on the effective date of this Declaration shall be exempt from the foregoing provision during the tenancy of such tenant.

(a) Each Unit Owner hereby appoints the Board to act as the Owner's agent and attorney-in-fact for the purpose of enforcing the Documents against the Owner's tenant(s). Any failure by the tenant(s) to comply with the Documents shall constitute a default under the lease, and shall be enforceable by the Board. Other than the foregoing obligations, the Owners of the respective Units shall have the absolute right to lease the entire Unit, but not less than the entire Unit, provided the lease fulfills the following terms and conditions:

- (1) is made in writing;
- (2) requires lessee to comply with the covenants and Restrictions contained in the Act, this Declaration, the Bylaws and the Resident Guide;
- (3) specifies the Board to act as agent and attorney-in-fact for the Unit Owner;
- (4) acknowledges receipt by tenant of the Documents;
- (5) provides that a failure to comply with the Condominium Documents shall automatically constitute a default under the lease, enforceable by the Board;

- (6) gives the Board the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the Owner thereunder after forty-five (45) days prior written notice to the Unit Owner, in the event of a default by the tenant in the performance of the lease;
  - (7) is for an initial term of at least twelve (12) months; and
  - (8) is subject to approval by the Board to determine compliance with the Documents.
- (b) Within fifteen (15) days of the effective date of the lease, the Unit Owner shall submit an executed copy of said lease to the Board or Managing Agent, which, in turn, shall notify the Unit Owner of their decision within five (5) days of receipt; failure to so notify shall constitute approval. The Board may require the use of standard lease provisions to facilitate enforcement of this Section 9.9. The Board or Management Agent shall maintain a current list of the name, Unit number, and phone number of each tenant or occupant.
- (c) If any lease of a Unit is made or attempted by any Unit Owner without compliance with the foregoing provisions, such lease shall be voidable by the Board and shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available hereunder or at law or in equity in connection therewith.

**9.11 Restrictions on Alienation.** In addition to the Restrictions provided in Article Twenty-Nine herein, a Unit may not be conveyed pursuant to a time-sharing plan.

**9.12 Multi-Family Residential Use.** No portion of the Condominium shall be used as a boarding house or rooming house, or for any purpose other than a multiple-family residential development, nor shall any part of the Condominium be used for any purpose prohibited by law or ordinance nor shall anything be done in or on the Condominium which may be or become a nuisance, in the judgment of the Board. No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling (whether single or multiple) purpose.

**9.13 Trash Disposal.** Trash, rubbish, garbage receptacles or cans, may be placed at the curb after 6:00 p.m. the evening prior to pick up. Receptacles should not remain at the curb beyond 4 p.m. the day of collection. Any oversized item shall be disposed of in accordance with Rules and Regulations adopted by the Board.

**9.14 Mid-rise Carpeting.** Except as defined in Par. 9.2 (b) contained herein, each Owner of any Unit located above another Unit shall at all times maintain carpet covering (or other material satisfactory to and approved by the Board in the sole judgment of said Board) to the extent of at least eighty percent (80%) of the floor surface of such Unit. The balance of the floor surface of such Unit may be maintained with a vinyl or terrazzo covering or other covering satisfactory to the Board, in the sole judgment of Board, to the end and purpose of providing a sound barrier between such Unit and the underlying Unit(s).

- 9.15 **Vehicles and Parking.** The Board of Directors may from time to time designate certain regulations for vehicles and parking to comply with federal, state, or local laws and/or ordinances. A complete explanation of these regulations is found in the Resident Guide for Baywood Villages.
- 9.16 **Holiday Decorations.** There are limitations on where and what kind of holiday decorations may be displayed and for how long. These are further defined in the Resident Guide for Baywood Villages and should be referenced.
- 9.17 **Estate Sales.** There are Restrictions and Rules applicable to holding an estate sale which are stated in the Resident Guide for Baywood Villages. These should be reviewed well in advance of any planned sale so that unnecessary violations or fines are not incurred.
- 9.18 **Barbeque Grills.** Due to the Fire District Fire Prevention Codes, Restrictions and Rules are applicable to where and what type of barbeque grills may be used within the Condominium. They are outlined in the Resident Guide and strict adherence is required.

ARTICLE TEN  
ASSOCIATION MEMBERSHIP

- 10.1 **The Corporation.** The Unit Owner's Association is known as the "Baywood Villages Condominium Association," which is incorporated in Missouri as a not-for-profit corporation.
- 10.2 **Membership.** The membership of the Association at all times shall consist exclusively of all of the Unit Owners or, following termination of the Condominium, of all former Unit Owners entitled to proceeds under Section 448.2-118 of the Act, or their heirs, successors or assigns.
- 10.3 **Management.** The operation of the Condominium shall be vested in the Association.
- 10.4 **Authority.** Only the Board shall have the authority to act for the Association, and individual members of the Board may act only upon approval of the Board and shall not exceed the authority of this Declaration.
- 10.5 **Annual Meeting of Association.** There is at least one meeting of the Association per year.
- 10.6 **Quorum.** Except as otherwise provided in the Declaration, the presence at the beginning of any duly called meeting, in person or by proxy, of twenty percent (20%) of the Owners shall constitute a quorum at all Association meetings. Any Declaration provision concerning quorums is specifically incorporated herein.

ARTICLE ELEVEN  
BOARD OF DIRECTORS

- 11.1 **Formulation.** The Board of Directors shall act on behalf of the Association, except as limited in paragraph 12.16 of this Declaration. The Board shall consist of



three (3) Directors who shall be Unit Owners and who shall be elected and serve as provided herein.

- 11.2 Qualifications.** For purposes of Board membership, a Unit Owner shall be a Resident of the Condominium, and shall be deemed to include any Officer or Director of any corporate or partnership Owner of a Unit as determined by duly authorized notice to the Board from said corporate or partnership Owner. At least one member shall be an Owner of a Unit in the Mid-rise buildings and at least one member shall be an Owner of a Unit in the Townhouse buildings. Only one (1) Unit Owner of the same Unit may serve on the Board at the same time.
- 11.3 Election.** Election of Directors shall be held annually during the month of October or as soon thereafter as practical. Any tie shall be broken by a new vote between the persons engaged in such tie. Directors shall serve terms of three (3) years each, which terms shall be staggered with one-third of the Directors elected annually. Directors elected after the effective date of this Declaration shall serve no more than the greater of two (2) three-year terms in succession or eight (8) years in succession.
- 11.4 Officers.** The Board shall elect from among the members of the Board a President, Vice President, Treasurer, Secretary, and any other Officers of the Board or the Association specified in the Bylaws.
- 11.5 Compensation.** Directors shall serve without compensation.
- 11.6 Fidelity Bond.** Before any Unit Owner shall become a Director and serve on the Board, he or she must qualify for a bond as provided in the Bylaws.
- 11.7 Vacancies.** In the event any Director shall cease to be a Unit Owner, die, resign, decline to act or become unable for any reason to discharge his or her duties, the term of such Director shall be deemed terminated, and the remaining Directors shall appoint a Unit Owner to fill such vacancy until the next general election.
- 11.8 Removal.** Unit Owners may vote to remove any Director and thereupon elect a successor to fill the vacancy so created at any regular or special meeting of the Owners where a quorum is represented. A simple majority vote of those represented in person or by proxy is required.

## ARTICLE TWELVE POWERS and DUTIES of the ASSOCIATION

- 12.1 Powers and Duties.** The powers and duties of the Association shall include those set forth in the Act, this Declaration, the Articles of Incorporation, and Bylaws, and shall include the following:
- (a) **Access.** The irrevocable right of access to each Unit, at reasonable hours, as may be necessary for the maintenance, repair, or replacement of any Common Element therein, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit. Entering a Unit from its land will not constitute a trespass when in connection with the prevention, abatement, or termination of any infringement or to compel the performance of the Act or

Documents by appropriate legal proceedings. This would be at the expense of the offending party pursuant to Section 30.2.

- (b) **Budgets.** The power to adopt and amend budgets for revenues, expenditures and reserves of the Condominium and to levy and collect Assessments for and to lease, maintain, repair and replace the Common Elements.
- (c) **Management Agency.** The power to employ and terminate a Management Agency to carry out the administrative duties given to the Association, to serve on a full- or part-time basis, and pay such Agency reasonable compensation.
- (d) **Employees.** The power to employ and retain persons necessary for maintenance, repair, and replacement of the Common Elements.
- (e) **Utility Easements.** The power to establish, grant, and dedicate easements for public utilities in addition to any shown on the Plat, leases, licenses and concessions in, over and through the Common Elements.
- (f) **Contracting.** The power to enter into contracts with others for the maintenance, management, operation, repair, replacement, and servicing of the Condominium, and in connection therewith, to delegate the powers and rights herein contained, including that of levying and collecting Assessments and perfecting and enforcing liens for nonpayment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing, and replacement of the Common Elements, but shall not relieve each Unit Owner from his or her personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, successors and assigns, shall be bound by any management contract, if any is executed, to the same extent and effect as if he or she had executed such contract for the purpose herein expressed.
  - (1) From time to time, the Board determines a threshold for the cost of services or repairs that require competitive bids. When that threshold is exceeded, bids must be requested from at least three fully-insured contractors. The Board reserves the right to accept or reject any or all bids, to waive informalities or errors in the bidding process, and to accept any bid deemed to be in the best interest of the Association, including bids that are not for the lowest amount.
- (g) **Rulemaking.** The power to adopt reasonable Rules and Regulations, and to require permits for particular uses of the Common Elements, and to revoke same, for the maintenance and conservation of the Condominium, and for the health, comfort and welfare of the Unit Owners, all of whom shall be subject to such Rules and Regulations.
- (h) **Standing.** The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium.

- (i) **Penalties.** The power to impose interest and charges for late payment of Assessments and, after Notice and Hearing, to levy reasonable fines and/or penalties, including withdrawing use of Common Elements and/or the right to vote, for violations of the Documents.

(1) If any Owner has any type of delinquency on their Baywood Villages Owner account, no requested maintenance will be performed for their Unit except for emergency repairs. Emergency repairs are defined as a threat to life or property. The account must be paid in full before a work order request will be processed.

- (j) **Restoration of Units.** The power to initiate maintenance of a Unit in the event a Unit Owner fails to do so as required herein. This includes the power to have the Association's employees or agents enter the Unit and do the work necessary to enforce compliance, and to assess the Unit Owner for the sums necessary for the Unit's restoration, and collect such Assessment, which shall be a lien for same as is otherwise provided herein.

- (k) **Administrative Charges.** The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration and resale certificates as may be required, or statements of unpaid Assessments.

- (l) **Insurance.** The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to, property insurance, workers compensation, liability insurance protecting the Association, its Officers, the Board, and the Unit Owners, Directors' and Officers' liability insurance, and such other insurance coverage and other provisions as required by Section 448.3-113 of the Act and Article Twenty-Two of this Declaration, and the power to provide for the indemnification of the Board's Officers.

- (m) **Borrowing.** The power to assign its rights to future income, including the right to receive Common Expense Assessments, but such power is hereby limited to the purposes of payment of Common Expenses and repair of existing or future structures or maintenance, alteration, construction, expansion or improvement of any existing or future Common Elements or of any existing or future property owned by the Association.

- (n) **General.** The power to exercise such other powers as may be provided in the Act, its Articles of Incorporation, Bylaws, Resident Directory, or the general not-for-profit corporation law of the State of Missouri, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Association and enforcement of the Documents.

**12.2 Enforcement Policy.** Fines shall be imposed for any infraction of the Governing Documents. An "Infraction" is any violation of the Declaration or Rules and Regulations by a Unit Owner. Infractions are determined by visits to the

property by the Management Agency, on-site maintenance observation, written notice from a Resident or by Board instruction.

(a) The fining structure will be as follows:

- First Infraction - Courtesy letter stating the violation.
- Second Infraction - Letter and \$50.00 fine.
- Third and Continuing Infractions - Letter and \$100.00 fine.

(b) If the Infraction recurs after the third notice, the Association may refer the matter to legal counsel. All fees incurred by the Association in enforcing the Governing Documents will be charged to the Owner of the Unit from which the violation occurred.

**12.3 Procedure for Handling Fines.** All fines will be placed as a lien/Assessment against the Unit Owner's account.

(a) **Anyone who is fined will be given a reasonable opportunity to respond.**

(b) To dispute the fine, the Owner must send a letter to the Management Agency postmarked no later than thirty (30) days from the date of the letter imposing the fine.

(c) Upon receipt of the letter, notification will be sent to the Owner informing the Owner of the next Board meeting.

(d) The individual will be placed on the agenda and the issue will be discussed.

(e) The Board will render a decision and issue this decision to the Owner. If an appeal is necessary, the parties in dispute must enter into binding arbitration. The decision at arbitration is final.

(f) A "Continuing Infraction" shall be any repeat Infraction within twelve months of the original Infraction. Should any Infraction recur within twelve months after the first occurrence of a similar violation, no opportunity will be given and the appropriate fine will be immediately imposed.

**12.4 Conveyance of Common Elements.** Property owned by the Association or portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only as provided in Section 448.3-112 of the Act.

**12.5 Limitations.** The Board cannot amend the Declaration to terminate the Condominium, nor can it elect members of the Board or determine the qualifications, powers and duties, or terms of office of Directors, but the Board may fill vacancies in its membership until that term is expired.

ARTICLE THIRTEEN  
RIGHT to NOTICE and COMMENT,  
RIGHT to NOTICE and HEARING,  
MEDIATION, APPEALS, and ARBITRATION

**13.1 Right to Notice and Comment.** Before the Board amends the Bylaws or the Rules and Regulations, or exercises the right to borrow, or considers an application

for exterior improvements or landscaping under Section 15.3 of this Declaration, or at any other time provided by this Declaration, and at any other time the Board determines, the Unit Owners have the right to receive Notice of the proposed action and the right to Comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which is routinely circulated to all Unit Owners. In cases of exterior improvements or landscaping, such Notice shall be provided to adjacent Owners. The Notice shall be given not less than seven (7) days before the proposed action is to be taken. It shall invite Comments to the Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

**13.2 Right to Notice and Hearing.** Before any action is taken to levy a fine/penalty for violation of the Documents, or to take into consideration a Unit Owner's request which requires Board approval, or any time action is required by the Declaration, or any other time the Board determines, the following procedure shall be observed: If the action item will have an impact on Owners who are unaware of what is being proposed, the Management Agency shall give written Notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The Notice shall include a general statement of the proposed action and the date, time, and place of the Hearing. At the Hearing, the affected person(s) shall have the right, personally or by a representative, to give testimony orally, in writing, or both (as specified in the Notice,) subject to reasonable rules of procedure established by the party conducting the Hearing to assure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person(s) shall be notified of the decision in the same manner in which Notice of the Hearing was given.

**13.3 Mediation.** Any party (including the Association) to a proceeding brought pursuant to Section 13.2 may request, in writing, that the services of a mediator be engaged in an attempt to resolve the dispute. The other parties involved must agree to the mediation in writing. The proceeding shall then be suspended for a reasonable period of time so that a mediator may be appointed pursuant to the rules and procedures of the American Arbitration Association. The parties (including the Association) shall agree in writing, in advance of and as a prerequisite to mediation, as to the proportionate share of the expenses of mediation to be borne by each. The mediator shall set a date by which the mediation process should be complete, but may extend that date from time to time for good cause. At such time as there is a resolution by mediation, or based on a report of the mediator that insufficient progress is being made, then the proceeding shall resume and nothing discussed or disclosed in the mediation process shall be used in the proceeding. Mediation shall not be available for purposes of delay or in any case where the Board determines that the health, safety, or welfare of the Association or its members requires an immediate resolution of the matter.



**13.4 Appeals.** Any person having a right to Notice and Hearing provided in Section 13.2 shall have the right to appeal to the Board from a decision of persons other than the Board by filing a written notice of appeal with the Board within ten (10) days after being notified of the decision. The Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

**13.5 Arbitration.** Any party dissatisfied with a final decision of the Board shall have the right to institute an arbitration proceeding in the County of St. Louis, State of Missouri, in accordance with the rules of the American Arbitration Association and with Chapter 435, Mo.Rev.Stat. The cost of the arbitration shall be borne by the losing party and the arbitrator may award reasonable attorneys' fees to the prevailing party. Arbitrations as provided herein shall be binding and shall be enforceable in a court of competent jurisdiction.

#### ARTICLE FOURTEEN BYLAWS

**14.1 General.** The administration of the Association and operation of the Condominium shall be governed by the Bylaws of the Association, which shall at all times contain the minimum requirements specified in Section 448.3-106 of the Act unless provided for in this Declaration.

**14.2 Certification of Amendments to Declaration.** The Bylaws shall specify the Officers who are authorized to prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

**14.3 Qualifications.** The Bylaws shall provide for the qualifications, powers and duties, terms of office, and manner of electing and removing Officers and filling vacancies among the Officers.

**14.4 Quorum of Board.** The Bylaws shall specify when a quorum is deemed present for a meeting of the Board, provided, however, that such quorum shall not be less than a majority of the persons on that Board being present at the beginning of the meeting.

**14.5 Amendment to Bylaws.** The Bylaws may be amended only by a vote of a majority of the members of the Board at any meeting duly called for such purpose, after having followed the procedures for Notice and Comment as provided in Section 13.1, of this Declaration.

**14.6 Voting.** The Bylaws shall specify procedures for voting.

**14.7 Notices.** Notices to any party required by this Declaration shall be made in the manner provided in the Bylaws.

ARTICLE FIFTEEN  
ADDITIONS, ALTERATIONS, and IMPROVEMENTS

**15.1 Additions, Alterations, and Improvements by Unit Owners.**

- (a) No Unit Owner shall make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent of the Board to do so in accordance with Subsection 15.1(c).
- (b) Subject to Subsection 15.1 (a), a Unit Owner:
  - (1) May make any other Improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium.
  - (2) May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium without the prior written consent thereto of the Board.
  - (3) After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. Removal of partitions or creation of apertures under this subsection is not an alteration of boundaries.
- (c) A Unit Owner may submit a written request to the Board for approval to do anything that he or she is forbidden to do under Subsection 15.1(a) or 15.1(b)(2). The Board shall answer any written request for such approval, after Notice and Hearing, within sixty (60) days after the request thereof. The Board shall review requests in accordance with the provisions of its Rules.
- (d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration, or improvement in or to any Unit, if not executed by the contractor, shall be executed by the Board. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, subcontractor, or materialman on account of such addition, alteration, or improvement or to any person having any claims for injury to person or damage to property arising therefrom.
- (e) All additions, alterations and Improvements to the Units and Common Elements shall not, except pursuant to prior written consent by the Board, cause any increase in the premiums of any insurance policies carried by the Association or by any Unit Owners other than those affected by such change.

**15.2 Additions, Alterations, and Improvements by the Board.** The Board may make any additions, alterations, or Improvements to the Common Elements which, in its judgment, deems necessary.

**15.3 Exterior Improvements and Landscaping Within Limited**

**Common Elements.** Unit Owners may make exterior Improvements, alterations, or additions, within or as a part of Limited Common Elements such as balconies, terraces, decks, patios, etc., and/or planting of gardens, hedges, shrubs, etc., provided they are undertaken with the prior written consent of the Board. Complete plans prepared by an architect or landscape architect and a written request by the Owner shall be submitted. Either the Design Review and/or Landscape Committee will receive the initial request, review it, and make recommendations to the Board, accordingly. The Board will review the plans for consistency with how the Condominium was originally constructed and consistency with the style and character of the Condominium so that uniformity of exterior appearance and aesthetic harmony in color, materials, and design is maintained. No approval may be given without Notice and Comment as provided in Section 13.1 of this Declaration. The Board shall answer any written request for approval within sixty (60) days after the receipt thereof; failure to do so shall constitute consent to the proposed Improvements, alterations, or additions. The Owner will pay for the cost of preparation of the application, the cost of professional review, if deemed required by the review entity, and all costs of permits and fees. The intent is to allow individualization of the appearance of the buildings, patios, and courtyards while retaining their overall architectural character.

- 15.4 Construction Procedures for All Units.** There are regulations outlining requirements to be met by the Owner and the contractor doing the work and times when work can and cannot be done. These are stated in the Resident Guide which should be reviewed before any work is contracted.

ARTICLE SIXTEEN

**RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS**

- 16.1 Application and Amendment.** Subject to approval of any structural changes and required permits pursuant to Article Fifteen, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Owners of the Units affected by the relocation. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interests, the application shall state the proposed reallocations. Unless the Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the Association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations, and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interests in the affected Units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee and the grantee's index in the name of the Association.
- 16.2 Recording Amendments.** The Association shall prepare and record Plats or Plans necessary to show the altered boundaries between adjoining Units, and their

dimensions and Identifying Numbers. The applicants shall pay for the costs of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if the Board deems a consultant is necessary.

ARTICLE SEVENTEEN  
**BUDGET AND ASSESSMENTS: LIABILITY, INTEREST, AND  
COLLECTIONS**

- 17.1 **Authority.** The Association, through its Board and pursuant to the Act, shall have the power to determine and fix the sums necessary to provide for the Common Expenses. A Unit Owner, regardless of the manner in which he or she acquired title to his or her Unit, including, without limit, a purchaser at a judicial sale, shall be liable for all Assessments coming due while he or she is the Owner of a Unit in accordance with his or her Allocated Interest as provided in section 5.1(b).
- 17.2 **Common Expenses Attributable to Fewer than All Units.** Common Expenses shall be assessed pursuant to Section 5.1(a)(1) except as provided in Section 5.2(b).
- 17.3 **Committee Input and Owner Adoption of Budget.** The Bylaws shall specify the procedures to be utilized in preparing the budget. To facilitate this process and have more Owner input, a Budget Committee is utilized and functions as follows:
- (a) The appointed Budget Committee members shall be equal in number between the Townhome and Mid-rise Unit Owners. Volunteers are to be solicited and the Board will appoint members to serve.
  - (b) The Chair of the Budget Committee shall be the member of the Board of Directors who is currently serving as Treasurer.
  - (c) The responsibility of the Budget Committee is limited to assisting the Board of Directors in estimating, for the following calendar year, the Operating Expenses by expense category and the expenditures for specific capital improvements.
  - (d) The Budget Committee's recommended budget will be submitted to the Board of Directors in September with the objective of permitting the Board to submit the proposed budget to the Unit Owners for consideration at their Annual Meeting in October.
  - (e) The Board shall adopt a proposed budget which, if approved by a majority of the Unit Owners at a meeting called for this purpose, shall be considered ratified.
  - (f) Notwithstanding any other provision herein, the Board shall make suitable provision for compliance with all ordinances, rules and regulations of the

County of St. Louis and the City of Chesterfield and for such purposes shall not be limited to any maximum Assessment.

- 17.4 Certificate of Payment of Common Expense Assessments.** The Association, upon written request, shall furnish to a Unit Owner a statement in recordable form, setting out the amount of unpaid Assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board, and each Unit Owner.
- 17.5 Monthly Payment of Common Expenses.** All Common Expenses assessed under Section 17.1 shall be due and payable monthly; other Assessments shall be due as determined by the Board.
- 17.6 Acceleration of Common Expense Assessments.** In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense Assessment levied against his or her Unit, the Board shall have the right, after Notice and Hearing, to declare all unpaid Assessments for the pertinent fiscal year to be immediately due and payable.
- 17.7 Accounting and Shortages.** Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. At the discretion of the Board, any surplus funds of the Association remaining after payment of or provision for Common Expenses, reserves and contingencies, shall be paid to the Unit Owners in proportion to their Common Expense Liability, or credited to them to reduce their future Common Expense Assessments, or, these funds set aside for future major repairs and replacements and allocated to capital components as provided by the guidelines established by IRC Section 118 and Revenue Rulings 75-370 and 75-371. Such amounts shall be deposited into insured interest-bearing accounts designated as "reserve accounts." Small amounts to meet current monthly capital replacement needs may from time to time be deposited in non-interest bearing accounts.

**(a) Routine Accounting**

- (1) All cash receipts shall be initially deposited in a non-interest-bearing operating account in the name of the Association, not commingled with the funds of any other organization, with a principal of the Managing Agency as an authorized signatory. This fund shall be used for disbursements. To the extent that cash flow needs permit, funds not immediately needed shall be transferred to Authorized Investments as described below to enhance their earnings.
- (2) A petty cash account of \$300 shall be maintained separately by the Management Agency, who shall account for all expenses of this fund.

**(b) Investments**

- (1) All potential investment accounts or instruments shall be evaluated by the Board as to how well they achieve a prudent balance among the factors of safety, liquidity as it relates to the Association's cash flow



needs, and rate of return. Investment accounts or instruments shall be approved on the basis of such an appropriate balance.

- (2) The Board shall make available to the Unit Owners a listing on an itemized basis (but without identifying account numbers or other information that would risk the security of the funds) as to amount, type and rate of return of the investments, funds and accounts in which Association funds are deposited or invested. The purpose of this disclosure is to provide the Unit Owners with an opportunity to see that the Association's funds are being properly and prudently administered, or to be informed if that is not the case.
- (3) No funds shall be deposited or invested except in the following authorized investments:
  - (i) Obligations of, or fully guaranteed as to principal by the United States of America;
  - (ii) Obligations of the Federal National Mortgage Association, banks for cooperatives, Federal Home Loan banks, the Federal Land Bank and Federal Intermediate Credit Bank;
  - (iii) Certificates of Deposit issued by banks and savings and loan associations within the limits of insurance provided by the Federal Deposit Insurance Corporation and the Federal Savings and Loan Insurance Corporation for each such certificate;
  - (iv) Federally insured money funds within the limits of insurance coverage; and,
  - (v) Other such accounts or instruments as may be created or available where the principal is fully protected, guaranteed, or insured by the federal government.
- (4) No investment may be sold, withdrawn, redeemed, or otherwise converted to cash prior to maturity without Board approval. Generally, such investments are intended to be held to maturity. Any investment may be sold, withdrawn or redeemed, however, for an amount less than earnings at maturity if reinvested in an authorized investment the par value of which is equal to or greater than the par value of the investment sold, withdrawn or redeemed early, if the yield upon the latter is greater than the original yield would have been, and if the cost of the transaction does not negate the difference in earnings. Additionally, any investment may be sold, withdrawn, or redeemed prior to maturity if funds are required to pay obligations of the Association not anticipated by cash flow projections.
- (5) Authorized signatories for all accounts or instruments other than the disbursing account above shall be the president, the treasurer, or one alternate Board member appointed by the Board, along with one representative from the Management Agency. The dual signatures shall be required to invest, reinvest, withdraw, redeem, or sell Association funds or instruments.

- (6) The amount of any insured investment shall not exceed the amount of insurance then being provided.

**17.8 Personal Liability of Unit Owners.** The Owner of a Unit at the time a Common Expense Assessment or portion thereof is due and payable is personally liable for the Assessment. Personal liability for the Assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

**17.9 No Waiver of Liability.** The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services, or recreation facilities, or by abandonment of the Unit against which the Assessment was made, or by reliance upon assertion of any claim against the Board, Association, or another Unit Owner.

**17.10 Interest and Late Fees.** Assessments and installments thereof, plus late fees not paid when due, shall bear interest from the due date until paid, at the rate of eighteen percent (18%) per annum, or any lower rate adopted by resolution of the Board with notice to all Unit Owners. If any Unit Owner fails to pay the monthly installment within the time specified by the Board, the Board may charge a late fee in such sum as it may determine from time to time. The Board may adopt and enforce such other reasonable charges as appropriate to the collection of Assessments.

**17.11 Priority of Mortgages.** Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Act.

**17.12 Assessment Billing Procedures.** The Annual Assessment for Owners for each fiscal year shall be established by the Board of Directors through the adopted annual budget. For the convenience of the Owners, Annual Operating Assessments shall be paid in twelve (12) equal monthly installments. The Board may assess the contribution to the reserve account in one or more annual Assessments or combine the reserve contribution with the operating Assessment. Assessment payments shall be payable in advance, not later than the first of the month to which they apply.

(a) All Documents, correspondence and notices regarding Assessments shall be mailed first class to the address appearing on the books of the Association, or as modified in writing by the Owner.

(b) Non-receipt of a bill shall in no way relieve the Owner of the obligation to pay the Assessment when due.

(c) Other Assessments could be determined by the Board, as needed.

**17.13 Assessment Collection Procedures.**

(a) If a Unit Owner's payment is not received by the 10<sup>th</sup> of the month in which it is due, a late fee of \$25 will be added to the Unit Owner's account each month until paid in full.

- (b) The Management Agency shall send a notice of delinquency showing additional charges for that month and an explanation of future potential charges, including late fees and interest, for as long as charges remain unpaid.
- (c) In addition to the late fee, all delinquent balances shall bear interest at a rate of 18% per annum.
- (d) In the event of default for a period of 10 days by any Unit Owner in the payment of any Common Element Expense, Limited Common Element Expense, Reserve Assessment, or Owner chargebacks levied against his or her Unit, the Board shall have the right, after Notice and Hearing, to declare all unpaid Assessments for the pertinent fiscal year to be immediately due and payable. The policy of the Board shall be that once an Owner has been delinquent ninety (90) days, the Management Agency will send the Owner a notice designating the date, time and place of the Hearing for acceleration.
- (e) If a Unit Owner's payment is not received sixty (60) days after it is assessed, the Management Agency shall send the Owner a pre-lien letter.
- (f) If a Unit Owner's payment is not received ninety (90) days after it is assessed, a lien may be filed against the Unit to include late fees, interest at 18% per annum, and all costs incurred by the Association in the execution of the lien.
- (g) A Unit Owner's account balance for Assessment shall not be deemed paid in full until all Assessments, late charges, and interest are paid in full.
- (h) If any Owner has any type of delinquency on their Baywood Villages Owner account, no requested maintenance will be performed for their Unit except for emergency repairs. Emergency repairs are defined as a threat to life or property. The account must be paid in full before a work order request will be processed.

**17.14 Special Assessments.** Special Assessments shall be handled in the same manner as described above.

**17.15 Application of Late Fee Funds Received.**

- (a) Any funds received will be applied to the oldest outstanding balance, including late fees, interest and any legal fees assessed against the Owner's account.
- (b) The Board reserves the right to waive any and all interest and late fee charges for circumstances deemed to be beyond the Owner's responsibility and control.

**17.16 Lien for Assessments.**

- (a) The Association has a lien on a Unit for an Assessment levied against the Unit or fines imposed against its Unit Owner from the time the Assessment

or fine becomes due. Fees, charges, late charges, fines, and interest charged pursuant to the Act and the Documents are enforceable as Assessments under this Section. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due.

- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first Security Interest on the Unit recorded before the date on which the Assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental Assessments or charges against the Unit. This Subsection does not affect the priority of mechanics' or material-men's liens or the priority of a lien for other Assessments made by the Association. A lien under this Section is not subject to the provision of Section 513.475, Mo.Rev.Stat.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for Assessments under this Section is not required.
- (d) A lien for an unpaid Assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the Assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.
- (e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien or prohibit an Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this section shall include costs and reasonable attorneys' fees for the prevailing party.
- (g) A judgment or decree in an action brought under this Section is enforceable by execution of the judgment.
- (h) The Association's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale under Chapter 443, Mo.Rev.Stat.
- (i) In the case of foreclosure under Chapter 443, Mo.Rev.Stat., the Association shall give reasonable notice of its action to each lien holder of a Unit whose interest would be affected.
- (j) Any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

ARTICLE EIGHTEEN  
OTHER LIENS and LOAN PAYMENTS

**Liens Against Condominium Property, Units, Common Elements.** Liens against the Condominium property, Units, or Common Elements may result only pursuant to Section 448.3-117 of the Act.

- 18.1 **Against Condominium.** With the exception of liens which may result from the initial construction of this Condominium, and except as provided in Section 18.2 herein, no liens of any nature, including without limitation a judgment for money against the Association, shall arise or be created against the Condominium (as distinguished from individual Units) without the consent of a majority of the Unit Owners. Subsequent to such recording, liens may arise or be created only against individual Units.
- 18.2 **Against Units, Common Elements.** Unless a Unit Owner has expressly requested or consented to work being performed or material being furnished to his or her Unit, such labor or materials may not be the basis for the filing of a lien against it. No labor performed or material furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same shall be a lien against all Units at the time judgment is entered in proportion to each Owner's Common Expense Liability. No other property of a Unit Owner is subject to claims of creditors of the Association.
- 18.3 **By Holder of Security Interest in Common Elements.** Notwithstanding Sections 18.1 and 18.2, if the Association has granted a Security Interest in the Common Elements of the Association pursuant to section 12.15 of this Declaration and Section 448.3-112 of the Act, the holder of that Security Interest shall exercise its right against the Common Elements before its judgment lien on any Unit may be enforced.
- 18.4 **Releases.** In the event a lien against two (2) or more Units becomes effective, each Owner thereof may release his or her Unit from the lien by paying the amount attributable to his or her Unit in accordance with his or her Common Expense Liability. Upon such payment, it shall be the duty of the lien holder to release the lien of record for such Unit.
- 18.5 **Indexing of Judgments.** A judgment against the Association shall be indexed in the name of the Condominium and the Association and, if so indexed, is notice of the lien against the Units.
- 18.6 **Loan Payments and Line of Credit.** The Board resolves and shall direct the Management Agency to make a payment each month of 100% of the current month's interest plus a principal payment equal to 1/60th of each drawdown against the line of credit should one be established. Each payment shall be recorded on the Association's books and records as a Townhome, Mid-rise, or Common Element expenditure and reflected in the fund balances and reserves of those funds.

The Management Agency shall also be directed in the same manner with regard to installment loans obtained for special projects.

**ARTICLE NINETEEN  
MORTGAGEE PROTECTION**

**19.1 Right to Grant Security Interests.** Each Unit Owner shall have the right to grant one or more Security Interest(s) against his or her Unit, but only to the extent of the Unit Owner's ownership interest in the Common Elements.

**19.2 Notices of Actions.** The Association shall give prompt written notice to each Eligible Mortgagee of the following:

- (a) Any condemnation or casualty loss which affects a material portion of the Condominium or any Unit in which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee;
- (b) Any delinquency in the payment of Common Expense Assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured, or guaranteed by such Eligible Mortgagee which remains unsecured for a period of sixty (60) days;
- (c) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Imposition of restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (e) Restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;
- (f) Termination of the Condominium after occurrence of substantial destruction or condemnation;
- (g) Assessments, Assessment liens or subordination of Assessment liens;
- (h) Any judgment against the Association;
- (i) Conveyance or encumbrance of the Common Elements or any portion thereof; and
- (j) The assignment of the future income of the Association, including its right to receive Common Expense Assessments.

**19.3 Inspection of Books.** The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association subject to reasonable Rules promulgated by the Board.

**19.4 Financial Statements.** Any Eligible Mortgagee which submits a written request for the annual financial statement will be provided with a copy. The Association may impose a reasonable charge for each statement furnished.



**19.5 Attendance at Meetings.** Any representative of an Eligible Mortgagee may attend any meeting which a Unit Owner may attend.

**19.6 Right to Cure Default.** If any Unit Owner fails to pay any amount required to be paid under the provisions of any Security Interest against such Unit Owner's interest, the Board 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 against such interest to secure the repayment of such amount, which lien may be perfected and foreclosed in the manner provided in this Declaration and the Act in respect to liens for failure to pay Common Expense Assessments. The foregoing shall not be construed to require the holder of a Security Interest against any Unit to give notice of default under such Security Interest to the Board or to receive permission from the Board to foreclose the lien of such Security Interest.

#### ARTICLE TWENTY LIMITATION OF LIABILITY

**20.1 Common Expenses.** The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed for Common Expenses in accordance with the Act, this Declaration, and the Bylaws.

**20.2 Liabilities.** A Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements but only to the extent of his or her pro rata share of that liability in the same percentage as his or her Common Expense liability, and then in no case shall the liability exceed the value of his or her Unit. The Association shall at all times maintain insurance as provided in Article Twenty Two hereof insuring each Unit Owner against any liability arising out of his or her interest in the Common Elements or membership in the Association. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his or her own Unit to the same extent and degree that the Owner of a house could be liable for such an occurrence.

#### ARTICLE TWENTY-ONE PERSONS AND UNITS SUBJECT TO DOCUMENTS; USE OF UNITS AND COMMON ELEMENTS

**21.1 Compliance with Documents.** All Unit Owners, tenants, mortgagees, and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Office of Recorder of the County of St. Louis, State of Missouri are covenants running with the land and shall bind any Persons having at any time any interest or estate in such Unit.

**21.2 Use of Units.**

- (a) All Units are to be used for residential purposes only. No industry, business, trade or profession of any kind, whether for profit or not, shall be permitted in any Unit.
- (b) No Units shall be further subdivided, conveyed, transferred, or separated into smaller lots by any Owner except as outlined in Article Sixteen, herein.
- (c) No trade or activity that is deemed noxious or offensive, or which is or may become an annoyance to the neighborhood or other Owners, shall be carried on within the Condominium or any Unit. No odor shall be permitted to emanate from a Unit or its appurtenant Limited Common Elements. Nothing shall be done that makes any part of a Unit unsanitary, unsightly, unreasonably offensive or detrimental, or a nuisance to the Condominium or occupant thereof.
- (d) No activity can take place in a Unit that is unlawful or creates waste products. Nothing can be done that will increase the rate of insurance on any Unit or result in cancellation of insurance without prior approval of the Board.
- (e) No structural alteration, construction, addition or removal of any Unit shall be done except in strict accordance with the provisions of the Declaration and Bylaws, the local laws, or the laws of the State of Missouri. Licensed electricians and approved contractors must be used. This includes changes in electrical wiring and systems.
- (f) No loud or unusual noises shall be allowed between 10:00 p.m. and 8:00 a.m. Radios, televisions, appliances for playing music, and amplifiers shall not be used in a way that disturbs others.
- (g) The maintenance, keeping, boarding, and/or raising animals, livestock, or poultry of any kind, regardless of number is prohibited within any Unit.
- (h) No signs shall be erected, posted, or displayed upon, in, from, or about any Unit except as provided in Section 9.3, herein.
- (i) No unreasonable or unsightly litter, trash, new or used building materials may be permitted to accumulate in any Unit.
- (j) Machinery that is not commonly used in a residence may not be installed in a Unit or the Limited Common Elements appurtenant to that Unit.
- (k) Anything that constitutes a fire or environmental hazard (paint, gasoline, or other flammable or hazardous materials) may not be stored in either the Units or appurtenant Limited Common Elements.
- (l) All radio, television or other electrical equipment of any kind installed or used in each Unit shall fully comply with all Rules, regulations, requirements, or recommendations. The Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

**21.3 Use of Common and Limited Common Elements.**

- (a) Nothing can be placed so as to obstruct the Common Elements.

- (b) Rules regarding vehicular parking upon Common Elements are found in Section 9.14, herein.
- (c) No activity can take place on any Common or Limited Common Elements that is against the law or creates noxious waste products.
- (d) No commercial activity shall occur on the Common or Limited Common Elements.
- (e) No signs shall be erected, posted, or displayed upon, in, from, or about the Common or Limited Common Elements except as provided in Section 9.3.
- (f) No burning of trash or unreasonable or unsightly accumulation or storage of litter, new or used building materials, or trash of any kind is permitted on any Common or Limited Common Elements.
- (g) No temporary structure including but not limited to trailers, tents, shacks, or other outbuildings shall be maintained on any of the Common or Limited Common Elements without prior written permission of the Board.
- (h) Outdoor cooking anywhere upon the Common Elements is strictly prohibited except in areas designated for such use by the Board.
- (i) All persons shall be properly attired when appearing in any Common area of the property.
- (j) The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Elements without the prior written consent of the Board of Directors.
- (k) Items can be stored in Mid-rise parking spaces if in an enclosed area.

## ARTICLE TWENTY-TWO INSURANCE

**22.1 Coverage.** To the extent reasonably available, the Board shall obtain and maintain insurance coverage as required by Section 448.3-113 of the Act and as set forth in this Article and the Bylaws. The Board shall obtain "All risk" protection against damage to property, liability coverage, fidelity bonds, workers compensation, Directors' and Officers' liability coverage, and such other insurance as the Board may deem appropriate to protect the Association or the Unit Owners. The coverage shall be at full insurable replacement cost and shall cover the Units, the Limited Common Elements and the Common Elements, including all items installed or attached as built or replacements thereof and including items installed or attached by Owners as Improvements or replacements thereof. The intent of this provision is to provide "All in" type coverage. If such insurance is not reasonably available, and the Board determines that any insurance described herein will not be maintained, they shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known addresses.

**22.2 Premiums.** Insurance premiums shall be a Common Expense.

- 22.3 Master Insurance Policy Deductible.** The Master Insurance Policy deductible is currently \$5,000 for covered perils other than earthquake and flood. The earthquake and flood deductibles are \$100,000.00 per occurrence. If all Units are affected, however, the earthquake or flood deductible is spread equally and would be \$621 per Unit. The deductible is subject to change.

The responsibility to pay these and any future deductibles shall be as follows:

- (a) If a loss is to the Common Elements only, the deductible shall be paid by the Association. If, however, such loss is directly caused by the negligence or misconduct of an Owner, his or her family member, or guest; or tenant, his or her family member or guest, then the deductible shall be paid by that Owner.

- (b) If a loss is to one Unit, that Owner shall be responsible to pay the deductible.

- (c) If a loss involves more than one Unit, then the Unit Owners involved in the loss shall share the Master policy deductible equally, to the extent of their loss. If, however, a loss is directly caused (whether through negligence or not) by a Unit Owner or his or her equipment, a family member or guest, a tenant or their family or guests, then the deductible shall be paid first by that Unit Owner.

Further, each Owner shall be responsible for a Personal Insurance Policy providing coverage for the Owner's personal property, personal liability, and for damages below the Master Policy deductible. This policy should include *Special Form earthquake and flood* coverage for the Unit's building items, which are below the Master Policy deductible. The building limit should be high enough to cover the largest of the three Master Policy deductibles. Each Owner is responsible for the deductible on his or her own Personal Policy, regardless of the cause of loss.

### ARTICLE TWENTY-THREE DAMAGE TO OR DESTRUCTION OF CONDOMINIUM

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

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

- 23.2 Cost.** The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

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

**23.4 Replacement of Less Than Entire Property.**

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

**23.5 Moves Into, Within, and Out Of Mid-rise Units.** In order to protect the Common Elements during moves into, within, or out of the Mid-rise Buildings, the following procedures are applicable to the Unit Owner vacating the Unit in addition to the new Owner moving in.

- (a) There is a required damage deposit—a move-in and a move-out fee—of \$500 by both the buyer and the seller. This is to be paid and sent to the Management Agent prior to any move.
- (b) The Association's representative will inspect the premises prior to and after every move to report any damages that may have occurred during either move. If no damage occurs, \$400 will be refunded to each of the Owner(s), as applicable. Deductions will be made from the damage deposit to cover any necessary repairs caused by the movers/Owners, however. If damages are in excess of the funds being held, the offending Owner(s) will be billed the difference in the cost and the Owner(s) hereby agrees to be liable for payment of such excess charges.
- (c) The Owner must notify the Management Agent in advance to schedule the use of the elevator for any moves. Because there is only one elevator per building, it cannot be blocked off for exclusive use during the move. Elevators will be padded for protection.
- (d) Movers are defined as commercial movers or Owners, Owner's family members or Owner's friends.

- (e) Movers are required to use carpet runners in the hallways to protect carpeting. Failure to do so will result in a fine as stated in par. (j), below. The cost of the carpet repair will be applied to the damage deposit discussed in par. (b), above.
- (f) Movers are required to cover the elevator floor with cardboard to protect the flooring. Failure to use cardboard in the elevators will result in a fine as stated in par. (j), below. The cost of the flooring repair will be applied to the damage deposit discussed in par. (b), above.
- (g) All movers are required to ONLY use the garage entrance. Any move in or out of the building via the front entrance door will result in a fine as stated in par. (j), below.
- (h) Moving vans must enter and exit from the western Conway entrance/exit and park in the loading zones designated at each garage entry.
- (i) No move in or out will be allowed at the following times/days:
  - o Before 8:00 a.m.,
  - o On Sundays,
  - o On any nationally-recognized holiday.
- (j) There will be a \$1,000.00 fine issued for violation of any of these conditions. If unpaid, this fine will become a lien on the Unit per the Association's Governing Documents.

- 23.6 **Termite Inspections.** Annual termite inspections are to be performed by a licensed Pest Control Company and each Owner will be contacted to set an appointment for these inspections. All Owners must have their Unit inspected annually. If a Unit is not inspected annually and damage occurs, the cost of repairing any current or future Common Element termite damage attributable to that Unit will be assessed against that Unit Owner. Additionally, that Owner may also be held liable by other Owners for termite damage to their Units from termites coming from the un-inspected Unit.

In the Mid-rise buildings, only the first floor Units will be inspected.

- 23.7 **Insurance Proceeds.** The insurance Trustee, or if there is no insurance trustee, then the Board, acting by the President, shall hold any insurance proceeds in trust for the Association, Unit Owners and lien holders as their interests may appear. Subject to provisions of Subsection 23.1 (a) through Subsection 23.1(c), the proceeds shall be disbursed first for the repair or restoration of the damaged Property, and the Association, Unit Owners and lien holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the Condominium Property has been completely repaired or restored, or the Condominium is terminated.

- 23.8 **Certificates by the Executive Board.** The Trustee, if any, may rely on the following certifications in writing made by the Board:



- (a) Whether damaged or destroyed Property will be repaired or restored;
- (b) The amount or amounts to be paid for repairs or restoration and the name and address of the parties to whom such amounts are to be paid.

**23.9 Certificates by Attorneys.** Title Insurance companies or if payments are to be made to Unit Owners or mortgagees, the Board, and the Trustee, if any, shall obtain and may rely on a Title Insurance company's or attorney's Certificate of Title or a Title Insurance Policy based on a search of the St. Louis County Records from the date of recording of the original Declaration stating the names of the Unit Owners and the mortgagees.

#### ARTICLE TWENTY-FOUR TERMINATION OF CONDOMINIUM

Except in the case of taking all of the Units by eminent domain, the Condominium may be terminated only by agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated pursuant to Section 5.1(c) of this Declaration. The procedure for termination and all interests shall be determined in accordance with Section 448.2-118 of the Act.

#### ARTICLE TWENTY-FIVE MASTER ASSOCIATION

The Board may delegate any of the powers described in Article Twelve of this Declaration, but only such powers as are expressly delegated, to a profit or not-for-profit corporation or unincorporated association. These powers are to be exercised to benefit the Condominium in accordance with Section 448.2-120 of the Act.

#### ARTICLE TWENTY-SIX MERGER OR CONSOLIDATION

The Condominium may be merged or consolidated with any one or more condominiums into a single condominium only in accordance with Section 448.2-121 of the Act.

#### ARTICLE TWENTY-SEVEN AMENDMENTS TO DECLARATION

**27.1 General.** Except in cases of amendments that may be executed by the Association under Section 448.1-107 of the Act, or by certain Unit Owners under Article Sixteen of this Declaration and 448.2-118 of the Act, this Declaration, including the Plat and Plans, may be amended only by vote or agreement of the Unit Owners to which at least a majority of the votes in the Association are allocated.

**27.2 Limitation of Challenges.** No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

**27.3 Recordation of Amendments.** Each amendment to the Declaration must be recorded in St. Louis County and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article Sixteen of this Declaration, must be indexed in the grantee's index in the name of the Condominium and the Association and, in the grantor's index, in the name of the parties executing the amendment.

**27.4 Execution of Amendments.** An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an Officer of the Association designated in the Bylaws for that purpose or, in the absence of designation, by the President and certified by the Secretary.

**27.5 Board Amendments.** Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration, without other approval, to correct drafting errors or to bring the Condominium into compliance with conditions imposed by lenders providing government-insured loans.

#### ARTICLE TWENTY-EIGHT CONDEMNATION

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable only accordance with section 448.1-107 of the Act.

#### ARTICLE TWENTY-NINE SALE, LEASE, OR OTHER ALIENATION OF A UNIT

**29.1 Sale or Lease.** Any Unit Owner, other than a mortgagee acquiring a Unit by foreclosure or by deed in lieu of foreclosure, who wishes to sell or lease his or her Unit (or lessee of any Unit wishing to assign or sublease such Unit) to any person not related by blood, marriage or adoption to the Unit Owner shall give to the Board at least thirty (30) days prior written notice of the terms of any contemplated sale or lease together with the name and address of the proposed purchaser or lessee. The Board shall at all times have the first right and option to purchase or lease such Unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of the receipt of such notice. If said option is not exercised by the Board within said thirty-day period, the Unit Owner (or lessee) may, at the expiration of said thirty-day period, contract to sell or lease (or sublease or assign) such Unit to the proposed purchaser or lessee named in such notice upon the terms specified therein. The sale, lease or other disposition of any Unit acquired by the Board pursuant to exercise of the

first right and option to purchase shall be in accordance with such terms and provisions as the Board shall in each instance approve.

29.2 **Gift.** Any Unit Owner other than a mortgagee acquiring a Unit by foreclosure deed in lieu of foreclosure, who wishes to make a gift of his or her Unit or any interest therein to any person or persons who would not be heirs-at-law of the Unit Owner under the laws of descent of the State of Missouri, shall give to the Board not less than ninety (90) days written notice of his or her intent to make such gift prior to the contemplated date thereof together with said date and the name and address of the intended donee. The Board shall at all times have the first right and option to purchase such Unit or interest therein for cash or other tender at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Unit Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as appraiser. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third appraiser. Within fifteen (15) days after the appointment of said appraiser, the three appraisers shall determine by majority vote the fair market value of the Unit or interest therein which the Owner contemplates conveying by gift and shall thereupon give written notice of such determination to the Unit Owner and to the Board. The Board'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.

29.3 **Devise.** In the event any Unit Owner dies leaving a will devising his or her Unit or any interest therein to any person or persons not heirs-at-law of the deceased Unit Owner under the laws of descent of the State of Missouri, and said will is admitted to probate, the Board shall have a like option to purchase said Unit or interest therein either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash or other tender at fair market value which is to be determined by appraisal. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased Unit Owner, said personal representative shall inform the Board in writing of the content of said will, whereupon the option shall be exercised in the manner set forth in Section 29.2, herein.

29.4 **Involuntary Sale.** In the event any Unit or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale, whether by judicial foreclosure or by power of sale contained in a Deed of Trust,) the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Board of his or her intention to do so. Whereupon, the Board 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 Board within said thirty days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty-day period. The sale,

lease or other disposition of any Unit acquired by the Board pursuant to exercise of such irrevocable option to purchase shall be in accordance with such terms and provisions as the Board in each instance approves.

**29.5 Default.** 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 or her Unit, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and thereupon have a lien therefore against such Unit. This lien shall have the same force and effect and may be enforced in the same manner as provided in Article Seventeen hereof.

**29.6 Release or Waiver of Option.** Upon the written consent of the Board, any of the options contained in this Article may be released or waived and the Unit or interest therein which is subject to an option set forth in this Article may be sold conveyed, leased, given or devised free and clear of the provisions of this Article, provided that any subsequent sale, conveyance, lease, gift or devise shall be subject to the provisions of this Article.

**29.7 Proof of Termination of Option.** A certificate executed by the Board stating that the provisions of this Article have been met by a Unit Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or released, upon request and at a reasonable fee as determined by the Board.

**29.8 Approval of Unit Owners for Exercise of Option and Financing of Purchase.** Prior to the Board exercising any option to purchase or lease any Unit or interest therein as provided in this Article, the Board shall notify the Unit Owners of the proposition to so purchase or lease and the manner of financing of such purchase or lease. The approval of a majority of all the Unit Owners shall be required for the implementation of such proposition.

**29.9 Title to Acquired Interests.** Title to a Unit or interests therein acquired pursuant to the terms of this Article shall be held of record in the name of the Association or such nominee as the Board shall designate. Said Unit or interests therein shall be sold or leased by the Board and proceeds thereof shall be deposited into the Association funds.

### ARTICLE THIRTY GENERAL PROVISIONS

#### **30.1 Validity.**

- (a) All provisions of this Declaration and the Bylaws are severable.
- (b) The rule against perpetuities shall not be applied to defeat any provision of the Declaration, Bylaws, or Rules and Regulations adopted pursuant to Section 448.3-102 of the Act.

- (c) The Documents are intended to comply with the requirements of the Act and Chapter 355 of the Missouri Revised Statutes (Non-Profit Corporation Law.) In the event of any conflict between the Documents and the provisions of the Statutes, the provisions of the Statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.
- (d) Title to a Unit and Common Elements is not rendered unmarketable or otherwise affected by reason of an insubstantial failure of the Declaration to comply with the Act. Whether or not a substantial failure impairs marketability shall not be affected by the Act.

**30.2 Relief and Remedies.** Pursuant to Section 448.4-117 of the Act,

- (a) If any person subject to the Act fails to comply with any provision of the Act or any provision of the Declaration or Bylaws, any persons or class of persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton, and malicious failure to comply with any provision of the Act. The Court, in an appropriate case, may award reasonable attorneys' fees.
- (b) Should the Association find it necessary to institute legal action to bring about compliance with the Act, this Declaration, the Articles or the Bylaws or any Association Rules and Regulations, upon a finding by the Court that the violation complained of occurred, the defendant Unit Owner shall reimburse the Association for reasonable attorneys' fees, court costs and expenses of litigation incurred by it bringing such action.

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

**30.4 Captions.** The captions contained in this Declaration or the Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the Bylaws, nor the intent of any provision thereof.

**30.5 Waiver.** No provision contained in this Declaration or Bylaws is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

IN WITNESS WHEREOF, the Board of Directors, by its duly authorized Officer,  
has executed this Restatement of Declaration this 15 day of  
November, 2017.

BOARD of DIRECTORS  
BAYWOOD VILLAGES  
CONDOMINIUM  
ASSOCIATION

By: [Signature]  
President, Rodney C. Gee

ATTEST: [Signature]

Secretary

ATTEST: [Signature]

Vice President/Treasurer

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

On this 15<sup>th</sup> day of November, 2017, before me appeared  
Rodney Gee to me personally known, who, being by me  
duly sworn, did say that he is the President of the Board of Directors of Baywood  
Villages Condominium Association, and that said instrument was signed in behalf  
of said Board of Directors of Baywood Villages Condominium Association, and  
that said Rodney Gee acknowledged said instrument to be his  
free act and deed.

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

[Signature]  
Notary Public

My Commission Expires:

9-12-2021



CATHY J. HOFFER  
My Commission Expires  
September 12, 2021  
St. Louis County  
Commission #1340112





ENGINEERS • LAND PLANNERS • LAND SURVEYORS

LAND SURVEY DIVISION

RICHARD W NORVELL, R.I.S. PRESIDENT

April 28, 1989

MEC

Re: All Baywood Property  
82-0056-K

A tract of land in U.S. Survey 369, Fractional Sections 12 and 13, Township 45 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at the intersection of the Northwest line of Woods Mill Road, Missouri State Highway 141 with the North line of Conway Road 55 feet wide, said point being also the Southeast corner of Parcel 1 of "Baywood Villages Condominium Phase Eight," a subdivision according to the plat thereof recorded as Daily No. 444 on September 24, 1984, in the St. Louis County Records; thence Westward along the said North line of Conway Road 55 feet wide the following courses and distances: South 84 degrees 53 minutes 23 seconds West 417.10 feet, South 83 degrees 02 minutes 23 seconds West 695.61 feet, along a curve to the right whose radius point bears North 06 degrees 57 minutes 37 seconds East 545.00 feet from the last mentioned point, a distance of 53.74 feet, South 88 degrees 41 minutes 23 seconds West 495.61 feet and along a curve to the right whose radius point bears North 01 degrees 18 minutes 37 seconds West 379.60 feet from the last mentioned point, a distance of 135.35 feet to a point in the Northeast line of property conveyed to C. A. Hoppin, Jr., by deed recorded in Book 2904 Page 526 of the St. Louis County Records; thence Northwestwardly along the said Northeast line of the Hoppin property and the Northeast line of property conveyed to A. R. Coultas by deed recorded in Book 6673 Page 621 of the St. Louis County Records, North 32 degrees 34 minutes 26 seconds West 1032.27 feet to a point in the Southeast line of "The Lake on White Road Plat One," a subdivision according to the plat thereof recorded as Daily No. 85 on November 29, 1973; thence Northeastwardly along said Southeast line North 57 degrees 29 minutes 32 seconds East 525.33 feet to a point in the South line of property conveyed to Nelson W. Hartman by deed recorded in Book 3283 Page 310 of the St. Louis County Records; thence along said South line of the Hartman property South 32 degrees 34 minutes 00 seconds East 25.91 feet and South 74 degrees 45 minutes East 2244.96 feet to a point in the aforesaid Northwest line of Woods Mill Road, Missouri State Highway 141; thence Southwestwardly along said line, South 33 degrees 21 minutes 10 seconds West 507.09 feet to the point of beginning and containing 43.243 acres according to calculations by Volz Engineering & Surveying, Inc. during April, 1989.

Exhibit A  
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Exhibit A  
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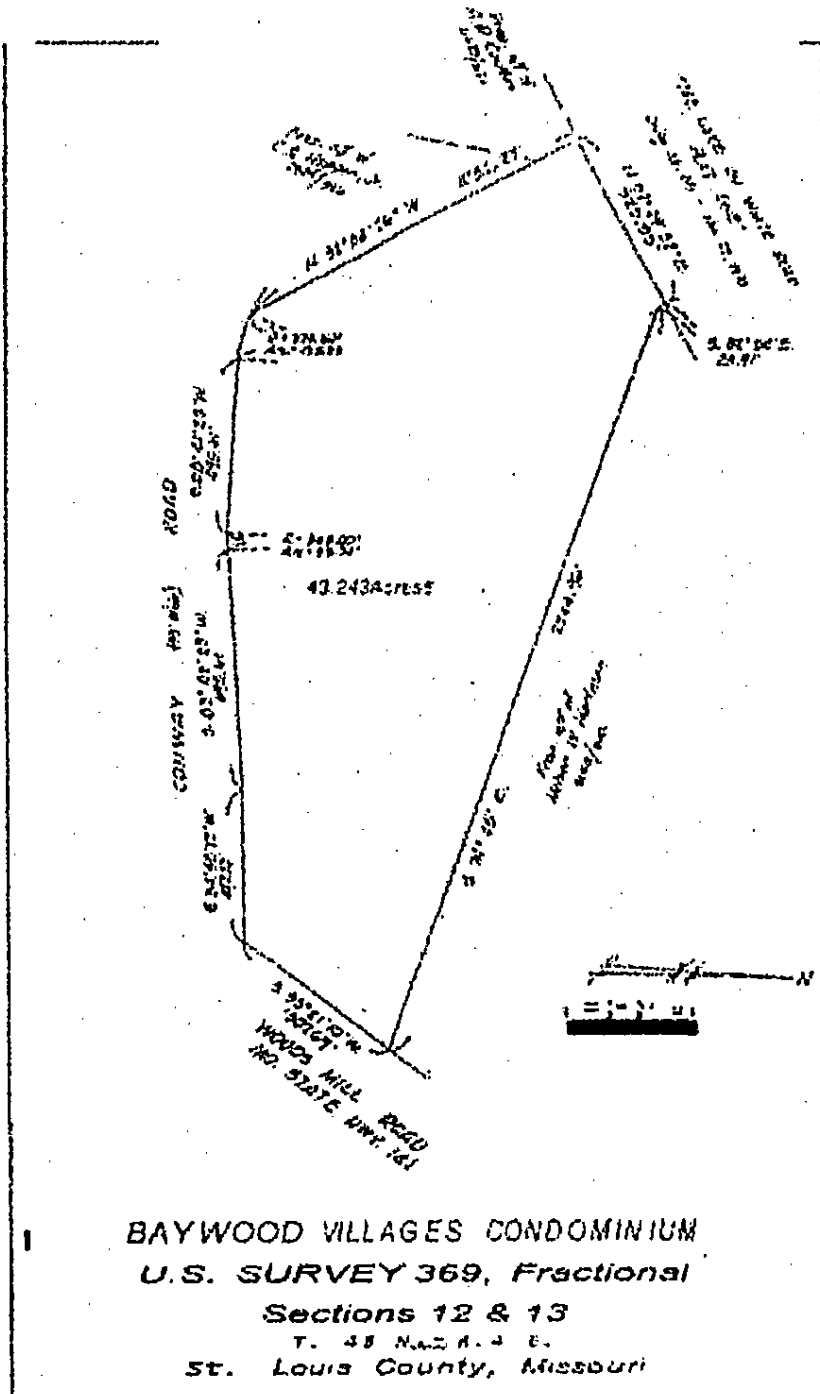


Exhibit B

## VOLZ ENGINEERING & SURVEYING, INC.

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10040 INDIAN HEAD INDUSTRIAL BLVD. ST. LOUIS, MISSOURI 63132

PHONE (314) 420-0212

ENGINEERS - LAND PLANNERS - LAND SURVEYORS

PERCENTAGE OF OWNERSHIP CALCULATIONS

B0056

BAYWOOD VILLAGES CONDOMINIUMS

11-10-88

	UNIT	SQ. FT.	PCT.
BUILDING G-1	101	1846	0.549
	102	1558	0.464
	103	1960	0.584
	104	1960	0.584
	105	1661	0.494
	106	1960	0.584
	201	1846	0.549
	202	1558	0.464
	203	1960	0.584
	204	1960	0.584
	205	1661	0.494
	206	1960	0.584
	301	1846	0.549
	302	1558	0.464
	303	1960	0.584
	304	1960	0.584
	305	1661	0.494
	306	1960	0.584
BUILDING G-2	101	1556	0.464
	102	1424	0.424
	103	2008	0.599
	104	1556	0.464
	105	1556	0.464
	106	2008	0.599
	201	1556	0.464
	202	1424	0.424
	203	2008	0.599
	204	1556	0.464
	205	1556	0.464
	206	2008	0.599
	301	1556	0.464
	302	1424	0.424
	303	2008	0.599
	304	1556	0.464
	305	1556	0.464
	306	2008	0.599

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	UNIT	SQ. FT.	PCT.
BUILDING B-1	A	1960	0.584
	B	2450	0.730
BUILDING B-2	A	2427	0.722
	B	2238	0.667
BUILDING B-3	A	2453	0.730
	B	2464	0.733
BUILDING B-4	A	2469	0.735
	B	2238	0.667
	C	2431	0.724
BUILDING B-5	A	2238	0.667
	B	2427	0.722
BUILDING B-6	A	2450	0.730
	B	1670	0.497
	C	2240	0.668
BUILDING B-7	A	2450	0.730
	B	1883	0.561
	C	2240	0.656
BUILDING B-8	A	1800	0.536
	B	1670	0.497
	C	2640	0.786
BUILDING B-9	A	2340	0.696
	B	1883	0.561
	C	2471	0.736
BUILDING B-10	A	2080	0.619
	B	1855	0.552
	C	2360	0.702
BUILDING B-11	A	2100	0.625
	B	2200	0.656
	C	1960	0.584
BUILDING B-12	A	2110	0.628
	B	2595	0.772

Exhibit B  
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Exhibit B  
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	UNIT	SQ. FT.	PCT.
BUILDING B-13	A	2450	0.730
	B	2200	0.656
	C	2450	0.730
BUILDING B-14	A	2340	0.696
	B	2200	0.656
	C	2200	0.656
BUILDING B-15	A	2340	0.696
	B	2200	0.656
	C	2450	0.730
BUILDING B-16	A	1520	0.452
	B	1959	0.583
BUILDING B-17	A	1900	0.565
	B	1883	0.561
	C	2360	0.702
BUILDING B-18	A	2615	0.778
	B	2650	0.789
BUILDING B-19	A	2450	0.730
	B	2450	0.730
BUILDING B-20	A	2240	0.668
	B	2350	0.699
BUILDING B-21	A	2650	0.789
	B	2471	0.736
BUILDING B-22	A	1960	0.584
	B	1670	0.497
	C	2350	0.699
BUILDING B-23	A	2240	0.668
	B	2230	0.664
	C	1970	0.586
BUILDING B-24	A	2450	0.730
	B	1883	0.561

	UNIT	SQ. FT	PCT.
BUILDING B-25	A	2435	0.726
	B	1665	0.495
	C	1970	0.586
BUILDING B-26	A	2615	0.778
	B	1883	0.561
	C	2650	0.789
BUILDING B-27	A	2560	0.762
	B	2200	0.656
	C	2450	0.730
BUILDING B-28	A	2640	0.786
	B	1670	0.497
	C	2450	0.730
BUILDING B-29	A	2238	0.667
	B	2471	0.736
	C	2471	0.736
BUILDING B-30	A	2238	0.667
	B	2238	0.667
	C	1963	0.584
BUILDING B-31	A	1940	0.577
	B	2010	0.598
BUILDING B-32	A	1940	0.577
	B	2010	0.598
BUILDING B-33	A	1874	0.558
	B	1664	0.495
	C	2427	0.722
BUILDING B-34	A	2450	0.730
	B	1883	0.561
	C	1960	0.584



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Exhibit B  
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	UNIT	SQ. FT.	PCT.
BUILDING B-35	A	1960	0.584
	B	2200	0.656
	C	1960	0.584
BUILDING B-36	A	2279	0.678
	B	2471	0.736
BUILDING B-37	A	1970	0.586
	B	2435	0.726
BUILDING B-38	A	2240	0.668
	B	2210	0.658
	C	2435	0.726
BUILDING B-39	A	2283	0.679
	B	2471	0.736
	C	2249	0.669
BUILDING B-40	A	2471	0.736
	B	1883	0.561
BUILDING B-41	A	2435	0.726
	B	1883	0.561
	C	2585	0.769
BUILDING G-3	101	1753	0.522
	102	1918	0.572
	103	1903	0.567
	104	2303	0.685
	105	1918	0.572
	106	1903	0.567
	201	1896	0.564
	202	1918	0.572
	203	1903	0.567
	204	2303	0.685
	205	1918	0.572
	206	1903	0.567
	301	1896	0.564
	302	1918	0.572
	303	1903	0.567
	304	2303	0.685
	305	1918	0.572
	306	1903	0.567