



\* 2009051401302 \*

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

TYPE OF  
INSTRUMENT  
AMDT

GRANTOR  
GRANADA CONDOMINIUM

TO

GRANTEE

PROPERTY  
DESCRIPTION:

GRANADA (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 the 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

01302

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 50 pages, (this page inclusive), was filed for record in my office on the 14 day of May 2009 at 04:08PM 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.

MLM  
Deputy Recorder



*Janice M. Hammonds*

St. Louis County, Missouri

Mail to:

[Empty box for mailing address]

Destination code: VC P

RECORDING FEE 168.00  
(Paid at the time of Recording)

1. Title of Document: AMENDED AND RESTATED CONDOMINIUM DECLARATION AND BY-LAWS FOR GRANADA CONDOMINIUMS
2. Date of the Document: EFFECTIVE UPON RECORDING
3. Grantors' Name: NA
4. Grantee's name: NA
5. Any Statutory addresses: NA
6. Legal Description - A tract of land being all of Lot 1 and part of Lot 4 of the re-subdivision of Lot 1 of the Subdivision of Barney Hanley's Estate in U. S. Survey 939, Township 47 North, Range 6 East, St Louis county, Missouri and described as follows: Beginning at a point in the West line of Graham Road, 60.00 feet wide, at its intersection with the South line of said Lot 4; thence North 82 degrees 0 minutes West and along the South line of said Lot 4 and the South line of said Lot 1 a distance of 1214.72 feet to a point being the Southwest corner of said Lot 1; thence North 8 degrees 0 minutes East and along the West line of said Lot 1 a distance of 469.92 feet to a point, said point being the Northwest corner of said Lot 1, thence South 82 degrees 0 minutes East a distance of 1095.80 feet to a point; said last mentioned point being North 82 degrees 9 minutes West, 185.00 feet from the West line of said Graham Road; then south 8 degrees 0 minutes West, 133.69 feet to a point; thence South 86 degrees 08 minutes East, 194.15 feet to a point in the West line of Graham Road; thence South 3 degrees 52 minutes West and along the West line of said Road to the point of beginning, and containing 13.449 acres
7. Reference Book & Page Number, if required: NA

**AMENDED AND RESTATED  
CONDOMINIUM DECLARATION  
AND BY-LAWS  
FOR  
GRANADA CONDOMINIUMS**

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**AMENDED AND RESTATED  
CONDOMINIUM DECLARATION  
AND BY-LAWS  
FOR  
GRANADA CONDOMINIUMS**

This Amended and Restated Declaration and By-Laws is made effective upon recording.

**RECITALS:**

**WHEREAS**, Declarant, Hazelwood Development Company, recorded that certain document entitled "Granada Declaration of Condominium And By-laws" on or about July 12, 1966 in the Office of the Recorder of Deeds for St. Louis County, State of Missouri ("Original Condominium Declaration") subjecting the real estate described therein to the terms and conditions set forth in the Original Condominium Declaration; and

**WHEREAS**, the Original Condominium Declaration has been amended by a certain Final Judgment And Order entered by the Circuit Court of St. Louis County on April 12, 2007 in Cause Number 06CC-004409 styled *Carl S. Kates, Plaintiff vs. Fay Gilson, et al., Defendants* (the "Court Judgment"); and

**WHEREAS**, the Owners and the Association (as defined below) desire to amend and restate all provisions of the Original Condominium Declaration, as amended by the Court Judgment, by virtue of this Amended and Restated Condominium Declaration for Granada Condominiums ("Declaration"); and

**WHEREAS**, the Owners and the Association intend, upon the recording of this Declaration, that all prior recorded declarations, amendments and supplements to the Original Condominium Declaration be superseded and replaced by this Declaration; and

**WHEREAS**, The Original Condominium Declaration, as amended by the Court Judgment, provides the manner and method for amendment of the Original Condominium Declaration in Article 17; and

**WHEREAS**, The Original Condominium Declaration, as amended by the Court Judgment, provides in Section 12.2 that the quorum for a valid unit owner's meeting shall be 10% of the unit owners; and

**WHEREAS**, all Owners are aware of the provisions of the Original Condominium Declaration, as amended by the Court Judgment, allowing for amendment, by virtue of the record notice of the Original Condominium Declaration, and also by acts and disclosures, newsletters or notices of the Association and by other means; and

**WHEREAS**, the Owners and the Association desire to amend and to restate the Original Condominium Declaration as set forth and stated in this Declaration for the purposes including (but not limited to) the following:



- (i) to remove unreasonable restrictions on the Community;
- (ii) to remove developer "boilerplate" language that is no longer applicable to the Community;
- (iii) to remove provisions that do not allow the Board to efficiently operate the Community or deal with Community concerns;
- (iv) to remove provisions that do not comply with current state law;
- (v) to add provisions that provide the proper tools for the Association to effectively solve problems;
- (vi) to add provisions to provide the Association with sufficient power to create and successfully enforce Rules and Regulations;
- (vii) to add provisions that reflect beneficial state law provisions.

WHEREAS, the amendments within this Declaration have been prepared and determined by the Association and by the Owners that have approved this Declaration to be reasonable and not burdensome; and

WHEREAS, the Owners have approved this Declaration at a duly noticed and conducted voting meeting at which a quorum of the unit owners voted either in person or by proxy, all in accordance with the terms, provisions and requirements of the Original Condominium Declaration, as amended by the Court Judgment, relating to the amendment of the Original Condominium Declaration;

NOW, THEREFORE, the Original Condominium Declaration is replaced and amended and restated as follows:

#### **ARTICLE 1 DEFINED TERMS**

Section 1.1 Defined Terms. Each capitalized term in this Declaration or in the Plat shall have the meaning specified or as used in the Act:

(a) "Act" shall mean the Missouri Condominium Property Act, Mo. Rev. Stat. § 448.005 *et. seq.*, as it may be amended.

(b) "Allocated Interests" shall mean the undivided interest in the Common Elements, the Common Expense liability and the votes in the Association.

(c) "Assessment" shall include all Common Expense Assessments, insurance Assessments, utility Assessments, and any other expense levied to a Unit pursuant to this Declaration or the Act, including interest, late fees, attorney fees, fines, and costs.

(d) "Association" shall mean Granada Condominium Association, a Missouri nonprofit corporation, and its successors and assigns.

(e) "Board" or "Board of Directors" or "Board of Managers" or "Board" shall mean the body designated in the Governing Documents to act on behalf of the Association.

(f) "Common Elements" shall mean the Property within this Community other than the Units, which portion of the Property may be designated on the Plat and in this Declaration. Common Elements shall include Limited Common Elements. The Common Elements shall be owned, as tenants in common, by the Owners of the separate Units, each owner of a Unit having an undivided interest in the Common Elements.

(g) "Common Expenses" shall mean expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

(h) "Common Expense Assessment" shall mean an Assessment, as defined herein, for the purposes of payment or reimbursement of Common Expenses, as defined herein.

(i) "Community" shall mean Granada Condominium, which is a community of Condominiums.

(j) "Declaration" shall mean and refer to this Amended and Restated Condominium Declaration And By-Laws for Granada Condominium, recorded in the office of the Recorder of Deeds for St. Louis County, Missouri.

(k) "Governing Documents" shall mean this Declaration, the Plat, the Articles of Incorporation, the Bylaws, and any Rules and Regulations of the Association, as they may be amended from time to time.

(l) "Limited Common Elements" shall mean those portions of the Common Elements, if any, which are limited to and reserved for the exclusive use of one or more, but fewer than all of the Owners.

(m) "Plat" shall mean the Condominium Plat of Granada Condominium (and any supplements and amendments thereto) of the Community depicting and locating thereon the location of the buildings, the Units, the Common Elements, the floors and elevations, and all of the land and improvements thereon as the Plat may be amended or supplemented from time to time, which Plat is incorporated herein and made a part of this Declaration by reference.

(n) "Member" shall mean any Owner, subject to the terms of the Declaration, the Articles of Incorporation and these Bylaws. The terms "Member" and "Owner" may be used interchangeably.

(o) "Original Condominium Declaration" shall mean that certain Condominium Declaration for Granada Condominium, as may be amended and



supplemented of record.

(p) "Owner" shall mean the owner of record title, whether one or more persons or entities to any whole Unit which is a part of the Property, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

(q) "Pet" shall mean and include cats, dogs, birds, reptiles or other household animals, as may be defined in or supplemented by the Rules and Regulations.

(r) "Property" shall mean the property described in the Original Condominium Declaration together with all easements, rights, and appurtenances thereto and the buildings and improvements erected or to be erected thereon.

(s) "Rules and Regulations" shall mean any written instruments, however identified, which are adopted by the Association or the Board for the regulation and management of the Community, and/or clarification of the Governing Documents, including any amendment to those instruments.

(t) "Unit" shall mean a physical portion of the Community, designated for separate ownership, shown as a Unit on the recorded Plat for the Community, the boundaries of which are defined in the Plat and in this Declaration.

## ARTICLE 2 NAMES/DESCRIPTION OF PROPERTY

Section 2.1 Name. The name of the Condominium and the Community is "Granada Condominium" and is also known as "Granada." The name of the Association is the "Granada Condominium Association."

Section 2.2 Property. The Community is located in St. Louis County, State of Missouri. The Property subject to this Declaration is described in *Exhibit A* of this Declaration and as described in the Original Condominium Declaration and in the Plat and/or as is consistent with the common plan and scheme for the creation and operation of the Community. The Community may be subject to other easements or licenses granted pursuant to this Declaration, or granted by authority reserved in any recorded document or established in the Act.

Section 2.3 Utility, Plat and Plat Easements. Easements for utilities and other purposes over and across the Units and Common Elements may be as shown upon a recorded plat or the Plat of the Community, and as may be established pursuant to the provisions of this Declaration, or granted by authority reserved in any recorded document.

Section 2.4 Easements for the Association and Owners. Each Unit shall be

subject to an easement in favor of the Association, acting through the Board of Directors (including its agents, employees and contractors), and to each Owner to allow for their performance of obligations in this Declaration. On exercising this easement right, the party exercising the right shall be responsible for any resulting damages. Non-emergency repairs shall be made only during regular business hours on business days after at least 24 hours notice to the occupants of a Unit wherein repairs are to be made. The Association shall have an easement to enter a Unit to inspect for events which may be causing waste of water, heat or any utility provided by the Association or paid as a part of Common Expenses.

Section 2.5 Easement for Encroachments. If any part of the Common Elements encroaches or shall hereafter encroach upon a Unit, an easement for the existence of such encroachment and for the maintenance of the same shall and does exist. If any part of a Unit encroaches or shall hereafter encroach upon the Common Elements, or upon another Unit, the Owner of that Unit shall and does have an easement for the existence of such encroachment and for the maintenance of same. The easement shall extend for whatever period of time the encroachment exists. Such easements for encroachments shall not be considered to be encumbrances either on the Common Elements or on a Unit.

Section 2.6 Owners' Easements of Enjoyment. Every Owner shall have a right and easement of ingress and egress and enjoyment in, to, and over the Common Elements and Limited Common Elements appurtenant to his or her Unit, and such easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

- (a) the right of the Association to limit the number of guests of Owners;
- (b) the right of the Association to adopt Rules and Regulations governing the use of the Common Elements;
- (c) the right of the Association, upon approval of at least 67% of the total Association vote, to mortgage the Common Elements as security for that purpose, provided, that the rights of such mortgage shall be subordinate to the rights of the Unit owners;
- (d) the right, power and authority of the Association to grant any easement, right-of-way, license, lease, dedication or similar interest through, over or in the Common Elements;
- (e) the right of the Association to transfer or convey ownership of the Common Element, or any portion thereof, subject to the prior approval of 75% of the total Association vote; provided that all Owners of Units to which any Limited Common Element is allocated shall approve of any transfer or conveyance of that Limited Common Element;
- (f) the right of the Association to close portions of the Common



Elements for maintenance, repair, replacement, and improvement; and

(g) the right of the Association to change use of, add or remove improvements to the Common Elements.

Section 2.7 Delegation of Use. Owners may delegate their right of enjoyment to the Common Elements to Owner's invitees and guests, subject to such delegation being allowed by the Rules and Regulations and further subject to the agreement by the person to whom the rights are being delegated to observe and comply with the Rules and Regulations. If the Owner delegates rights to use the Common Elements to tenants or contract purchasers who reside in the Unit, the Owner shall not be entitled to use the Common Elements.

### **ARTICLE 3 THE ASSOCIATION**

Section 3.1 Membership. There shall be one membership for each Unit within the Community. This membership shall be automatically transferred upon the conveyance of a Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit. Ownership of a Unit shall be a qualification for membership. Each Unit shall be entitled to cast one vote. Fractional and cumulative voting are prohibited.

Section 3.2 Quorum of Members. The presence of 10% of the Members - eligible to vote at any meeting, in person or by proxy, shall constitute a quorum for any action. This quorum requirement can be further amended or modified in the By-Laws. If the required quorum is not present, the Members who are present shall have power to adjourn the meeting from time to time to a later date, until such time as a quorum shall be present.

Section 3.3 General Purposes and Powers of the Association. The Association, through its Board of Directors, shall perform functions and manage the Community as provided in this Declaration.

Section 3.4 Authority of the Association. The business affairs of the Community shall be managed by the Association. The Association shall be governed by the Act, to the extent parts of the Act are expressly made applicable under this Declaration, this Declaration, the Plat, its Articles of Incorporation and Bylaws, and any Rules and Regulations adopted by the Board of Directors. All corporate or other powers of the Association, unless otherwise specified or expressly reserved to the Members in the Governing Documents, shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the Association shall be managed under the direction of the Board of Directors. The Board of Directors may, by written resolution, delegate authority to a manager or managing agent for the Association, provided no such delegation shall relieve the Board of final responsibility.

Section 3.5 Managing Agent. The Association may employ or contract for the

services of a managing agent to whom the Board may delegate certain powers, functions, or duties of the Association, as provided in the Bylaws of the Association. The agreement shall be by written contract having a term of no more than three years and shall be subject to cancellation by the Association on 30 days notice, with or without cause, and without a cancellation fee. The Board shall not be liable for any omission or improper exercise by a managing agent of any duty, power, or function so delegated by written instrument executed by or on behalf of the Board.

Section 3.6 Unit Owners' Allocated Interests. The Common Expense liability and interest in the undivided ownership of the common elements allocated to each Unit are as set forth in Exhibit B to this Declaration.

Section 3.7 Indemnification. To the full extent permitted by law, each officer, director or committee member of the Association and other volunteer appointed by the Board of Directors shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon them in any proceeding to which they may be a party, or in which they may become involved, by reason of being or having been an officer, director, committee member or other volunteer of the Association, or any settlements thereof, whether or not they are an officer, director, committee member or other volunteer appointed by the Board of Directors at the time such expenses are incurred, pursuant to the indemnification provisions set forth in the Governing Documents and Missouri law.

Section 3.8 Security Disclaimer. The Association may, but shall not be required to, from time to time, provide measures or take actions which directly or indirectly improve security in the Community; however, each Owner, for himself or herself and his or her tenants, guests, licensees and invitees, acknowledges and agrees that the Association is not a provider of security and shall have no duty to provide security in the Community. Furthermore, the Association does not guarantee that non-residents will not gain access to the Community and commit criminal acts in the Community, nor does the Association guarantee that criminal acts in the Community will not be committed by residents. It shall be the responsibility of each Owner to protect his or her person and property and all responsibility to provide such security shall lie solely with each Owner. The Association shall not be held liable for any loss or damage by reason of failure to provide security or the ineffectiveness of measures taken.

#### **ARTICLE 4** **UNITS, COMMON ELEMENTS AND** **LIMITED COMMON ELEMENTS**

Section 4.1 Number of Units. The number of Units presently included in the Community is one hundred and seventy four (174), situated within thirty five (35) buildings.

Section 4.2 Unit Boundaries. The following are designated as boundaries of each Unit, as defined below and as depicted on the Plat:



(a) Walls (including basement walls), floors, and ceilings are designated as boundaries of a Unit, and all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions of the walls, floors, or ceilings are a part of the common elements;

(b) If any chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is part of 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;

(c) Subject to the provisions of subdivision (b) of this section, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit;

(d) Any window boxes, balconies, decks, patios, and all doors and windows or other fixtures designed to serve a single Unit, even if located outside the Unit's boundaries, are part of the Unit.

**Section 4.3 Mechanic's Liens.** No labor performed and/or materials furnished for use and incorporated into any Unit with the consent or at the request of the Owner thereof, his agent, contractor, or subcontractor, shall be the basis for the filing of a lien against a Unit of any other Owner not expressly consenting to or requesting the same, or against any interest in the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against any liability or loss arising from the claim of any mechanic's lien against the Unit of any other Owner, the Common Elements, or any part thereof, for labor performed and/or materials furnished in work on the first Owner's Unit. The Association may pay any sums necessary to eliminate any lien filed against Units not benefiting from the labor and/or materials furnished and the Common Elements on behalf of the other Owners and all sums paid shall be an Individual Assessment against the Owner or Owners for whom the labor and/or materials were furnished.

## **ARTICLE 5**

### **MAINTENANCE RESPONSIBILITIES**

#### **Section 5.1 Association Maintenance.**

(a) Generally. The Board of Directors of the Association shall determine the specifications, scope, extent, nature and parameters of the Association's maintenance responsibilities under this Declaration.

(b) Association Common Expenses. The Association shall maintain and keep in good repair as a Common Expense all Common Elements, including any Limited Common Elements, but excluding all improvements made to such Limited Common Elements by the Owners; provided, however, the cost of maintenance and repair of Limited Common Elements may be assessed against the Owner to whom

the Limited Common Element is assigned under this Declaration.

(c) Maintenance of Common Elements by Owner. Subject to the maintenance responsibilities herein provided, any maintenance or repair performed on or to the Common Elements by an Owner or occupant which is the responsibility of the Association hereunder (including, but not limited to landscaping of Common Elements) shall be performed at the sole expense of such Owner or occupant, and the Owner or occupant shall not be entitled to reimbursement from the Association even if the Association accepts the maintenance or repair.

(d) Association Discretion. The Association may, in its sole discretion, assume the obligation for maintenance or repair of additional property, either real or personal that lies within or outside the Community. The Association shall have the right to assume such obligation even if the obligation currently lies with Owners or other entities, provided however, the Association shall provide Owners with 15 days prior written notice of any such change. The Association, in its sole discretion, shall determine the time and manner in which any maintenance, whether required or assumed, shall be performed as well as the color or type of materials used. As to any fence that is part of a Unit the Association shall maintain and repair the fence including the outside portion. The Owner shall be solely responsible for any maintenance to the inside of portion of any such fence.

(e) Damage to Unit by Association. The Association shall repair incidental damage to any Unit resulting from performance of work which is the responsibility of the Association. As finish levels can have varying degrees, such repairs will be complete only to the extent of being "paint-ready". Such repair and subsequent cleaning shall be performed based on a reasonableness standard. In performing its responsibilities hereunder, the Association shall have the authority to delegate to such persons, firms or corporations of its choice, such duties as are approved by the Board of Directors.

(f) Liability of Association.

(i) The Association shall not be liable for injury or damage to person or property caused by or resulting from any water, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain hereunder, except:

(1) for injuries or damages arising after the Owner of a Unit has put the Association on written notice of a specific leak or flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and

(2) only if the Association has failed to exercise due care to correct the leak or flow within a reasonable time thereafter.



(ii) The Association shall not be liable to the Owner of any Unit or such Owner's occupant, guest, or family, for loss or damage, by theft or otherwise, of any property which may be stored in or upon any of the Common Elements.

(iii) The Association shall not be liable to any Owner, or any Owner's occupant, guest or family for any damage or injury caused in whole or in part by the Association's failure to discharge its responsibilities under this Section where such damage or injury is not a foreseeable, natural result of the Association's failure to discharge its responsibilities.

(iv) No diminution or abatement of Assessments shall be claimed or allowed by reason of any alleged failure of the Association to take some action or perform some function required to be taken or performed by the Association under this Declaration, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken by the Association to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 5.2 Owner's Maintenance Responsibility.

(a) General.

(i) Except as otherwise provided in Section 5.1 above, each Owner shall have the obligation to maintain, repair and replace all portions of the Owner's Unit and the Limited Common Elements appurtenant thereto.

(ii) Deductibles for insurance losses are provided for in Section 10.12 of this Declaration.

(iii) Each Owner shall have the responsibility to:

(A) perform his or her maintenance responsibility in such manner so as not to unreasonably disturb other persons in Units;

(B) promptly report to the Association or its agent any defect or need for repairs, for which the Association is responsible;

(C) pay for the cost of repairing, replacing or cleaning up any item which is the responsibility of the Owner but which responsibility such Owner fails or refuses to discharge (which the Association shall have the right, but not the obligation, to do), or to pay for the cost of repairing, replacing or cleaning up any item which, although the responsibility of the Association, is necessitated by reason of the willful or negligent act of the Owner, his or her family, tenants, guests, with the cost thereof to be added

to and become part of the Owner's next chargeable Assessment;  
and

(D) An Owner shall be liable for all injuries or damages to person or property caused by or resulting from the Owner's maintenance or lack of maintenance of the Unit or any appurtenant Limited Common Element

(b) Maintenance Within Units. As to the Units, the Owners' maintenance shall include, but not be limited to the following:

(i) any portion of the heating and air conditioning system, including the air conditioning compressor and the fan coil serving the Unit;

(ii) any pipes, lines, ducts, conduits, breaker boxes or other apparatus which serve only the Unit, from the point where the utilities enter the Unit (including all electricity, water, sewer, vents or air conditioning pipes, lines, ducts, conduits);

(iii) satellite equipment; and

(iv) any Association approved additions or alterations made by the Owner to the Units or Limited Common Elements.

(c) Association Authority to Conserve Utility Expenses. The Association, upon written resolution of the Board, shall have the authority to require all Owners to do any act or perform any work involving portions of the Community which are the Owner's maintenance responsibility, which will, in the Association's sole discretion, conserve common utilities.

Section 5.3 Mold. Each Owner shall be required to take necessary measures to retard and prevent mold from accumulating in the Unit, and the Common Elements, including but not limited to appropriate climate control, removal of visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces and cleaning of the same. No Owner shall block or cover any heating, ventilation or air conditioning ducts. Owners shall immediately notify the Board in writing of the following: (a) any evidence of water leaks, water infiltration or excessive moisture in a Unit; (b) any evidence of mold that cannot be removed by the Owner with a common household cleaner; (c) any failure or malfunction in heating, ventilation or air conditioning; (d) any inoperable doors, windows, heating, ventilation or air conditioning ducts. The receipt of notice by the Association shall not create any additional Association maintenance responsibility other than those set forth in this Declaration. Owners shall be responsible for any damage to his or her Unit and personal property, to any other Unit or the Common Elements, as well as any injury to the Owner or occupants resulting from the Owner's failure to comply with this section. Owners shall be responsible for all costs and expenses incurred by the Board to remove mold and/or damage within his or her Unit, to any other Unit or to the Common Elements if the Owner fails to meet the



requirements of this Section.

Section 5.4 Inspection, Repair and Replacement of Designated Owner Maintenance Components. The Association shall have the right, but not the obligation, to conduct a periodic inspection, on a schedule to be determined by the Board of Directors, of designated Owner maintenance components as may be set forth in the Rules and Regulations. If, in the Board of Directors' reasonable discretion, the component needs to be maintained, repaired or replaced in order to protect Common Elements, then the Association may provide such maintenance, repair or replacement (even though such component may be the Owner's responsibility) and the cost of such periodic inspection, maintenance, repair or replacement may be assessed against the Owner of the Unit served by such component pursuant to the following Section of this Declaration.

Section 5.5 Failure to Maintain/Negligence in Maintenance or Repair. If the Association determines that any Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items of which he or she is responsible hereunder, then, except in the case of an emergency, the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Association.

Unless the Association determines that an emergency exists, the Owner shall have 10 days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within 10 days. If the Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association as provided in this Section; then the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the Assessment to which such Owner is subject, shall become and be a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

If the Board determines that the need for maintenance or repair is a Common Expense and is caused through the willful or negligent act of any Owner, or occupant or their family, guests, lessees, or invitees, then the Association may assess the cost of any such maintenance, repair, or replacement against the Owner's or occupant's Unit, shall become a lien against the Unit, and shall be collected as provided in this Declaration for the collection of Assessments.

## ARTICLE 6 COVENANT FOR COMMON EXPENSE ASSESSMENTS

Section 6.1 Creation of Association Lien and Personal Obligation to Pay Common Expense Assessments.



(a) Each Owner, by acceptance of a deed for a Unit, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association annual Common Expense Assessments, insurance Assessments (assessed in proportion to risk), utility Assessments (assessed in proportion to usage), and such other Assessments as imposed by the Association.

(b) Assessments, including fees, charges, late fees, attorney fees, fines and interest charged by the Association and additional fees charged by the managing agent, including but not limited to, administration and witness fees, shall be the personal obligation of the Owner of such Unit at the time when the Assessment or other charges became or fell due.

(c) The annual Common Expense Assessments and such other Assessments as imposed by the Association, including fees, charges, late fees, attorney fees, fines and interest charged by the Association, shall be a charge on each Unit and shall be a continuing lien upon the Unit against which each such Assessment or charge is made.

(d) If any Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment becomes due.

(e) The personal obligation to pay any past due sums due the Association shall not pass to a successor in title unless expressly assumed by them.

(f) No Owner may become exempt from liability for payment of the Common Expense Assessments by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the Common Expense Assessments are made.

(g) All Assessments shall be payable in the amounts specified in the levy thereof, and no offsets or reduction thereof shall be permitted by any reason including, without limitation, any claim that the Association or the Board of Directors is not properly exercising its duties and powers under this Declaration.

(h) Except as provided in this Declaration, all Common Expense Assessments shall be assessed against all Units in accordance with the formula for liability for the Common Expenses as set forth in this Declaration.

Section 6.2 Basis of Assessments. The Common Expense Assessment may be made on an annual basis against all Units and shall be based upon the Association's advance budget of the cash requirements needed by it to provide for the administration and performance of its duties during such Assessment year.

Section 6.3 Annual Assessments. Common Expense Assessments under this Declaration shall be allocated equally and shall be due and payable in monthly, quarterly, or annual installments, or in any other manner, as determined by the Board of Directors. The omission or failure of the Board of Directors to levy the Assessment for any period shall not be deemed a waiver, modification or a release of the Owners from their obligation to pay.

Section 6.4 Special Assessments. In addition to the annual Assessments

authorized above, the Association may levy, in any Assessment year, a special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Elements, including fixtures and personal property related thereto, or for any other purpose deemed necessary and appropriate by the Board of Directors.

Section 6.5 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

(a) those amounts expended by the Association for the benefit of any individual Unit or any occupant thereof, including but not limited to: Unit insurance; improvement, repair, replacement and maintenance specific to a Unit; improvement, repair, replacement and maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;

(b) any extraordinary maintenance, repair, improvement and replacement costs of any area which the Association maintains for the benefit of fewer than all the Units;

(c) any extraordinary insurance costs incurred as a result of the value of a particular Owner's Unit or the actions of an Owner (or his agents, guests, licensees, invitees or lessees);

(d) All fines and costs assessed against an Owner pursuant to the Governing Documents; and

Section 6.6 Effect of Non-Payment of Assessments.

(a) Any Assessment, charge or fee provided for in this Declaration, or any monthly or other installment thereof, which is not fully paid within 15 days after the due date thereof, as established by the Board of Directors, shall bear interest at the rate established by the Board of Directors, on a per annum basis from the due date, and the Association may assess a reasonable late fee thereon as determined by the Board of Directors.

(b) Further, the Association may bring an action at law or in equity, or both, against any Owner personally obligated to pay such overdue Assessments, charges or fees, or monthly or other installments thereof, and may also proceed to foreclose its lien against such Owner's Unit. An action at law or in equity by the Association against an Owner to recover a money judgment for unpaid Assessments, charges or fees, or monthly or other installments thereof, may be commenced and pursued by the Association without foreclosing, or in any way waiving, the Association's lien therefor.

Foreclosure or attempted foreclosure by the Association of its lien shall not be



deemed to estop or otherwise preclude the Association from thereafter again foreclosing or attempting to foreclose its lien for any subsequent Assessment, charges or fees, or monthly or other installments thereof, which are not fully paid when due. The Association shall have the power and right to bid on or purchase any Unit at foreclosure or other legal sale, and to acquire and hold, lease, mortgage, vote the Association votes appurtenant to ownership thereof, convey or otherwise deal with the same.

(c) If a foreclosure action is filed to foreclose any Assessment lien, and an Owner abandons or leaves vacant his or her Unit, the Board may take possession and rent said Unit or apply for the appointment of a receiver for the Unit without prior notice to the Owner. The rights of the Association shall be expressly subordinate to the rights of any holder of a first lien security interest as set forth in its deed of trust or mortgage (including any assignment of rents), to the extent permitted under the Act.

(d) Section 6.8 Assignment of Rents. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Unit are more than 30 days delinquent, the Board may collect, and the occupant or lessee shall pay to the Board, the rent for any Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association; provided, however, the lessee need not make such payments to the Association in excess of or prior to the due date for monthly rental payments unpaid at the time of the Board's request. The Association shall send notice to the Owner by any reasonable means at least 10 days prior to initiating the collection of rent from the Owner's occupant or lessee. The occupant and/or lessee shall not have the right to question the Board's demand for payment. Payment by the occupant or lessee to the Association will satisfy and discharge the occupant or lessee's duty of payment to the Owner for rent, to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligations as provided in the Declaration. The Board shall not exercise this power where a receiver has been appointed with respect to a Unit or Owner, nor in derogation of the exercise of any rights to rents by a the holder of a first lien security interest of a Unit. If an occupant or lessee fails or refuses to pay rent to the Association as provided for in this Section, the Association shall have the right to bring an action for unlawful detainer for non-payment of rent or for rent and possession under Missouri statutes, or any other legal or equitable remedy available to a landlord under Missouri law, and the costs and attorney fees incurred by the Association in connection with that action shall be collectable from the occupant or lessee in that action, and from the Owner of the Unit in the same manner as any other Assessment under this Declaration.

Section 6.9 Lien Priority. The lien of the Association under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first lien security interest on the



Unit (except as allowed by the Act with regard to the limited lien priority allowed to the Association); and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Section does not affect the priority of mechanics' or materialmen's liens. The lien of the Association under this Article is not subject to the provision of any homestead exemption as allowed under state or federal law. Sale or transfer of any Unit shall not affect the lien for said Assessments or charges except that sale or transfer of any Unit pursuant to foreclosure of any first lien security interest, or any proceeding in lieu thereof, including deed in lieu of foreclosure, or cancellation or forfeiture shall only extinguish the lien of Assessment charges as provided by applicable state law. No such sale, transfer, foreclosure, or any proceeding in lieu thereof, including deed in lieu of foreclosure, nor cancellation or forfeiture shall relieve any Unit from continuing liability for any Assessment charges thereafter becoming due, nor from the lien thereof.

Section 6.7 Borrowing. The Association shall have the power to assign its right to future income, including the right to assign its right to receive Common Expense Assessments.

## ARTICLE 7

### COVENANTS AND RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

All Property within the Community shall be held, used and enjoyed subject to the following limitations and restrictions. The strict application of the following limitations and restrictions in any specific case may be modified or waived, in whole or in part, by the Board of Directors if such strict application would be unreasonable or unduly harsh under the circumstances or is inconsistent with applicable law. Any such modification or waiver must be in writing.

Section 7.1 Use and Ownership. All Units within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by this Declaration, subject to any Rules and Regulations adopted by the Association. Units shall not be used for any purpose other than a residential dwelling except as set forth in this Section. Home occupations shall be allowed, upon prior approval of the Board, so long as the home occupations are incidental and secondary to the use of the Unit and does not change the residential character thereof, comply with local zoning ordinances and regulations, and comply with this Declaration. External advertising of any kind is prohibited. In no instance shall a home occupation be visible externally, nor shall any home occupation employ any person other than the Owner. Uses which have one or more of the following characteristics are not permitted: (a) manufacturing or fabrication of any kind; (b) storage of hazardous materials or such other supplies, stock, equipment, tools and machinery associated with any business which cannot be readily contained within a Unit; (c) increased traffic or parked vehicles beyond that reasonable and customary to residential use; (d) no repair or body work of any kind to any vehicles, trailers, machinery, motor homes, motorcycles, small engine repair will be permitted; and (e)

permanent or long term parking of heavy equipment, including semi trailers. No person or entity may own more than one Unit within the Property. In the event that an entity owning a Unit is owned and/or controlled by the same person or entity owning another Unit, then for purposes of enforcing the restriction described in the previous sentence the entities shall be disregarded and thus shall be considered the same person.

Section 7.2 Occupancy. The maximum number of occupants in a Unit shall be limited to four people for each two bedroom Unit and six people for each three bedroom Unit unless otherwise required by the Fair Housing Amendments Act of 1988 or any amendments thereto.

Section 7.3 Restrictions on Animals and Pets. Pets may be kept in a Unit, *if* the Pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any. Pets may not be kept for any commercial purposes. No structure outside of the confines of a Unit or upon the Common Elements or Limited common Elements for the housing or use of any Pet shall be erected or maintained by any Owner. When on Common Elements, Pets must be on a leash and under control. Feces left by Pets upon the Common Elements or Limited Common Elements, must be removed promptly by the owner of the Pet or the person responsible for the Pet. Pets shall not be allowed to defecate or urinate on any patio or balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

Section 7.4 Antennae. "Permitted Antennas" are defined as (a) an antenna which is less than one meter in diameter and is used to receive direct broadcast satellite service, including direct-to-home satellite services, or is used to receive or transmit fixed wireless signals via satellite; (b) an antenna which is less than one meter in diameter and is used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instruction television fixed services, and local multipoint distribution services or is used to receive or transmit fixed wireless signals other than via satellite; (c) an antenna which is designed to receive broadcast television broadcast signals; or (d) other antennas which are expressly permitted under applicable federal statutes or regulations. In the event a Permitted Antenna is no longer expressly permitted under applicable federal statutes or regulations, such antenna will no longer be a Permitted Antenna for purposes of this Section.

Prior to installation of any antenna a Unit Owner must obtain written permission from the Board confirming the antenna is a Permitted Antenna and approving the proposed location of the Permitted Antenna. Permitted Antennas shall be installed in



the least conspicuous location available on the Unit or Limited Common Elements which permits acceptable signals, without unreasonable delay or increase in the cost of installation, maintenance or use of the Permitted Antenna. The Association may adopt rules regarding location and installation of Permitted Antennas, subject to limitations of applicable federal law. Upon removal of a Permitted Antenna the Unit Owner shall cause all affected property to be repaired and returned to its condition prior to the installation of the Permitted Antenna. Unit Owner's are liable for any damages caused by the installation, attempted installation, removal or attempted removal of a Permitted Antenna and any such Unit Owner shall be subject Assessment imposed by the Board. Except as allowed by this Section or federal statutes and regulation, no exterior television or any other antennae, microwave dish, satellite dish, satellite antenna, satellite earth station or similar device of any type shall be erected, installed or maintained on a Unit or Limited Common Elements.

Section 7.5 Nuisances. No nuisance shall be permitted within the Community, nor any use, activity or practice which is the source of unreasonable annoyance or embarrassment to, or which unreasonably offends or disturbs, any Owner or which may unreasonably interfere with the peaceful enjoyment or possession of the proper use of a Unit or Common Element, or any portion of the Community by residents.

Section 7.6 Compliance With Other Laws. No improper, offensive or unlawful use shall be permitted within the Community or any portion thereof. All valid laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community or a portion thereof shall be observed.

Section 7.7 Parking, Storage, and Repairs.

(a) Parking upon the Common Elements and Limited Common Elements shall be regulated by the Association.

(b) No mobile homes, campers, travel trailers, boats, personal water craft, all terrain vehicles (ATVs), or their trailers or vehicles longer than 22 feet may be parked or stored within the Community, unless authorized in writing by the Association. The foregoing may be parked as a temporary expedience for loading, delivery of goods or services, or emergency. Overnight parking is prohibited. This restriction shall not apply to trucks or other commercial vehicles temporarily located within the Community which are necessary for construction or for the maintenance of the Common Elements, Units, or any improvement located thereon.

(c) No abandoned, unlicensed or inoperable automobiles or vehicles of any kind shall be stored or parked within the Community. An "abandoned or inoperable vehicle" shall be defined by Missouri statutes governing inoperable or abandoned vehicles on public streets, or as defined by rule or regulation adopted by the Association. In the event that the Association shall determine that a vehicle is an abandoned, unlicensed or inoperable vehicle, then a written notice describing said vehicle shall be personally delivered to the Owner thereof or shall



be conspicuously placed upon the vehicle. If the abandoned, unlicensed or inoperable vehicle is not removed within 72 hours after providing such notice, the Association shall have the right to remove the vehicle, and the owner thereof shall be solely responsible for all towing and storage charges.

(d) No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind of vehicle, trailer or boat, may be performed or conducted in the Community, except as permitted by the Association's Rules and Regulations or by Board approval.

(e) Designated parking spaces (designated as either a part of a Unit, a Limited Common Element or as a part of Common Elements), if any, are restricted to use for access or as a parking space for vehicles.

(f) Parking in fire lanes (as designated by the Association or as designated by local government or a local fire protection authority) shall not be permitted.

(g) If any vehicle is parked on any portion of the Community in violation of this Section or in violation of the Association's Rules and Regulations, the Board may place a notice on the vehicle specifying the nature of the violation and stating that after 72 hours the vehicle may be towed or booted. The notice shall include the name and telephone number of a person to contact regarding the alleged violation. If 72 hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six months of such notice, the vehicle may be towed or booted in accordance with the notice, without further notice to the vehicle owner or user.

(h) If a vehicle is parked in a fire lane, is blocking another vehicle or access to another Owner's or occupant's Unit or dwelling, is obstructing the flow of traffic, is parked on any grassy area, is parked in a space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition, no notice shall be required and the vehicle may be towed or booted immediately.

(i) If a vehicle is towed or booted in accordance with this subparagraph, neither the Association nor any officer or agent of the Association shall be liable to any person for towing and storage costs or for any claim of damage as a result of the towing or booting activity. The Association's right to tow or boot is in addition to, and not in limitation of all other rights of the Association, including the right to assess fines. Notwithstanding anything to the contrary in this Section, the Board may elect to impose fines or use other available sanctions, rather than exercise its authority to tow or boot.

Section 7.8 Use of Common Elements. Nothing shall be altered on, constructed in, or removed from the Common Elements without the prior written approval of the Association. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written approval of the Association.

Section 7.9 No Annoying Lights, Sounds or Odors. No light shall be emitted from any portion of the Community which is unreasonably bright or causes unreasonable

glare, and no sound or odor shall be emitted from any portion of the Community which would reasonably be found by others to be noxious or offensive. Without limiting the generality of the foregoing, no exterior spot lights, searchlights, speakers, horns, whistles, bells or other light or sound devices shall be located or used on any portion of the Community except with the prior written approval of the Association.

Section 7.10 Compliance with Insurance Requirements. Except as may be approved in writing by the Association, nothing shall be done or kept on the Community which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association.

Section 7.11 Restrictions on Clotheslines and Storage. No clotheslines, drying areas or yards, service yards, shops, equipment, storage or storage areas shall be installed, allowed, kept, maintained or permitted on any Lot unless the same, in each instance, is expressly permitted in writing by the Association.

Section 7.12 Restriction on Signs and Advertising Devices. Except as provided in this Section, no sign, poster, billboard, advertising device or display of any kind shall be erected or maintained anywhere within the Community except such sign or signs as may be approved in writing by the Association. One professionally lettered "Open House" not to exceed three feet by two feet may be displayed on Saturdays and/or Sundays inside a window of a Unit.

Section 7.13 No Restrictions on Mortgaging of a Unit. There are no restrictions on the right of the Owners to mortgage or otherwise encumber their Unit. There is no requirement for the use of a specific lending institution or particular type of lender.

Section 7.14 Plat Restrictions. The restrictions, if any, included on the Plat for the Property are incorporated herein by this reference.

Section 7.15 Rules and Regulations. In furtherance of the provisions of this Declaration, Rules and Regulations concerning and governing the Community or any portion thereof may be adopted, amended, or repealed from time-to-time by the Board of Directors. The Board of Directors may establish and enforce penalties for the infraction thereof.

Section 7.16 Compliance with Governing Documents. Each Owner shall comply strictly with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, as amended.

Section 7.17 Use of the Words Granada Condominium and Granada Condominium Association. No resident or Owner shall use the words Granada Condominium or Granada Condominium Association or the logo of the Community or Association, if any, or any derivative thereof, in connection with any goods, materials or services, the use of which is likely to cause confusion, mistake or deception as to the source or origin of such goods, materials or services, without the prior written consent of



the Association.

Section 7.18 Restrictions on Leasing. Purpose. The Association deems it to be in the best interests of the entire community as a whole to preserve the condominium as a community in which the Units are owned by Owner-occupants. Accordingly, the purpose of this provision is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard the value of investment, by prohibiting future sales of Units to Persons who will not occupy the Unit, after the Effective Date. Any Owner who owns his Unit on the Effective Date will continue to have the right to lease his Unit, subject to certain regulations on leasing contained in subsection (b) of this Section. If the any such Owner delegates rights to use the Common Elements to tenants who reside in the Unit, the Owner shall not be entitled to use the Common Elements.

"(a) Leasing of Units. The provisions of this Section shall be effective on the date sixty (60) days after the recording date of this amendment (the "Effective Date").

"(1) No person who acquires title to a Unit on or after the Effective Date, regardless of the manner in which title may be acquired (excluding a mortgage holder by foreclosure or deed in lieu), shall lease his Unit. For the purposes hereof, a Unit shall not be deemed as leased if it is occupied by parents of the Owner or by the beneficiary of a family trust if the Unit is owned by such trust. The records of the St. Louis County Recorder of Deeds shall be conclusive in determining the record Owner of a Unit.

"(2) Any contract for the purchase of a Unit shall be exempt from this subsection (a) if the acceptance date of said contract is prior to the Effective Date.

"(3) Nothing in this subsection (a) shall be construed to impair the right of any Owner on the Effective Date to lease his Unit after the Effective Date, and to continue to enjoy such right so long as he is the Owner of said Unit, subject to the regulations contained in subsection (b) of this Section.

"(b) Regulations on Leases. Any lease agreement permitted under this Section after the Effective Date shall be in writing and, whether or not expressly set forth in the agreement, shall be deemed to include the following provisions:

"(1) the lease and tenant shall be subject to the provisions of the Acts and this Declaration, By-Laws and Association rules and regulations ("Governing Documents"),

"(2) any violation of the Acts or the Governing Documents shall be deemed a default of the lease,

"(3) the lease shall have a minimum initial term of twelve (12)



months,

"(4) no Unit shall be leased for transient or hotel purposes,

"(5) not less than the entire Unit shall be leased,

"(6) the Owner appoints the Association, acting through the Board, as his/her attorney-in-fact to enforce any violation by the tenant, except for non-payment of rent,

"(7) the Owner shall furnish a copy of the lease and the names and relationship of all tenants to the Board at least five (5) days prior to the commencement date of the lease, and the Board shall have the right to review the lease to determine compliance with the Acts, this Section and other applicable provisions of the Governing Documents, and

"(8) the Owner shall furnish a complete copy of the Governing Documents to the tenant and afford the tenant a reasonable opportunity to cancel the lease after receipt of the Governing Documents, and the Owner shall give written notice to the Board certifying compliance with this provision.

"(c) Waiver. Upon written application by an Owner, the Board may waive any provision of subsection (a) of this Section for a reasonable period of time in the event of unforeseen circumstances, hardship, or other good cause shown by the Owner. Any such waiver shall be set forth in writing and signed by the Owner and the Board.

"(d) Local Government Inspection, Occupancy Permit. Any change of occupancy of a Unit in connection with a sale or lease must comply with inspections and other applicable ordinances and codes of local government. A copy of any permit required by local government shall be furnished to the Board prior to such change in occupancy.

"(e) Administrative Charges. The Board is authorized to adopt reasonable rules, including reasonable charges for administration, inspections relating to change in occupancy, and other administrative charges, to implement the provisions of this Section.

"(f) No Time-Sharing. No Unit may be conveyed pursuant to a time-sharing plan.

"(g) Remedies. In the event of any violation of this Section 6.12, the Association shall be entitled to any appropriate relief and remedies under the Acts and this Declaration, against the Owner and/or tenant, including but not limited to termination of the lease and eviction of the tenant, and recovery of attorney's fees and costs incurred, at the Owner's expense.

## ARTICLE 8

### MODIFICATIONS TO UNITS

Section 8.1 Alterations of Units Owners of Units shall have the right, subject to the provisions of this Article, to make the following alterations to their Units, provided, however, that enclosures of patios of Units located on ground floors in the Community shall not be allowed under any circumstances.

(a) Interiors. Owners have the right to make any improvements or alterations to the interior of his or her Unit as provided for in this Article.

(i) Decoration of Unit. The rights and restrictions in this Article shall not be construed to restrict a Member's right to decorate his or her Unit as he or she should so determine; provided, however, that to the extent such decoration is visible from the exterior of any Unit and detracts, in the reasonable judgment of the Board of Directors, from the aesthetic or architectural integrity of the Community, the Member may be required to undertake such reasonable measures as the Board of Directors may determine to eliminate such detraction.

(ii) Nonstructural and Structural Interior Alterations. The rights and restrictions in this Article shall not be construed to restrict a Member's right to move, remove, alter or change any interior, nonstructural wall or partition, or change the use and/or designation of any room within his or her Unit; provided, however, that such change shall not affect the structural integrity of the Community or mechanical or utility systems of the Community. No structural alterations to any Unit or any Common or Limited Common Elements shall be done by any Owner, without the prior written approval of the Association, a certified structural engineer and state and/or local governing authority, as applicable, including a building permit, as may be required by the same.

(b) Limitations. Rights of Owners under the prior provisions are limited by the following restrictions:

(i) General Restriction. The alterations and modifications can not impair the structural integrity, electrical systems, mechanical systems, utilities, enclose a Limited Common Element as improved interior space or as a part of a Unit, or violate any of the provisions of this Article. No balcony, porch, garden or yard enclosure, awning, screen, or other device, and no exterior change, addition, structure, or other feature shall be erected, applied to, placed upon or attached to any Unit, or any part thereof or upon any Common or Limited Common Elements without, in each instance, written approval of the Association.

(ii) Painting Signs, Banners and Decals. Except for reasonable signage related to the safety of a person or animal, no painting, signs, banners or attaching of decals or other decorations shall be done



on any exterior part or surface of any Unit, or on the interior surface of any window without written approval of the Association, except for reasonable holiday decorations, displays, flags and/or signs, which are allowed, provided that any such holiday decorations, displays, flags and/or signs are displayed no more than thirty (30) days before the holiday and completely removed no more than thirty (30) days after said holiday.

(d) Application and Approval Requirements. All changes allowed for under the above authority may only be made by the Owners of those Units, as applicant, after application to and approval by the Board of Directors. The application and approval process shall include at least the following:

(i) Signatures. The signatures of all of the Owners of the Units that are proposed to have changes must be on the application;

(ii) Representations. The Owners must represent and warrant that the proposed modifications do not affect the structural integrity, electrical systems, mechanical systems, utilities, lessen the support of any portion of the Community or violate any of the provisions of this Article;

(iii) Contents of the Application. The application must contain at least the following:

(1) evidence sufficient to the Board of Directors that the applicant has complied with and/or will comply with all local rules and ordinances and that the proposed changes do not violate the terms of any document evidencing a security interest of a lender in any of the applicant's Units;

(2) all necessary and proper permits and approvals from the appropriate governmental authorities have been or will be obtained;

(3) proof that the contractor(s) of the Owner is/are licensed and adequately insured; and

(4) such other information as may be reasonably requested by the Association.

(iii) Agreement May Be Required. The Board of Directors may require the Owner's written agreement (in the form required by the Association) providing for the following:

(1) for the Owner to be responsible, now and/or in the future, for any structural deficiencies or problems, electrical deficiencies or problems, mechanical structural integrity, electrical

systems, utility or mechanical deficiencies or problems or problems associated with a lessening of support of any portion of the Community, or for violations of any of the provisions of this Article, all as may reasonably be determined by the Association;

(2) for the Owner's agreement to be responsible for ongoing maintenance, repair, replacement and improvement of any or all of the proposed additions/modifications of the Owner. The Association may require Owners to be responsible for all or some of the maintenance, repair, replacement and improvement of the proposed modifications;

(3) for the Owner's payment of the fees and costs of the Association, together with a deposit against fees and costs which the Association will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Board of Directors, in advance of any billing for costs and expenses of the Association;

(4) for reasonable advance notice by the Owner for the work to be performed, from the Owner or from the Owner's contractor; and

(5) satisfaction of all conditions as may be reasonably imposed by the Board of Directors.

Section 8.2 Maintenance Responsibilities. For all modifications made to a Unit by an Owner, whether made under the authority and with the approvals under this Article, or whether made previously or without approvals required under this Article, the Owner shall be responsible for maintenance, repair and replacement of all modifications unless the Association expressly assumes any of those responsibilities in writing.

Section 8.3 Fees and Costs. Owners shall be obligated to pay all fees and costs, including attorney fees, incurred by the Association in reviewing and effectuating an Owners' application, whether by deposit, or subsequent invoice from the Association.

## **ARTICLE 9**

### **BOARD OF MANAGERS**

Section 9.1 Composition. The affairs of the Association shall be governed by the Board of Managers (the "Board"). The Board shall consist of five natural individuals, all of whom shall be Unit Owners.

Section 9.2 Election and Term of Office.

(a) The term of office of any Board member to be elected shall be fixed at



systems, utility or mechanical deficiencies or problems or problems associated with a lessening of support of any portion of the Community, or for violations of any of the provisions of this Article, all as may reasonably be determined by the Association;

(2) for the Owner's agreement to be responsible for ongoing maintenance, repair, replacement and improvement of any or all of the proposed additions/modifications of the Owner. The Association may require Owners to be responsible for all or some of the maintenance, repair, replacement and improvement of the proposed modifications;

(3) for the Owner's payment of the fees and costs of the Association, together with a deposit against fees and costs which the Association will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Board of Directors, in advance of any billing for costs and expenses of the Association;

(4) for reasonable advance notice by the Owner for the work to be performed, from the Owner or from the Owner's contractor; and

(5) satisfaction of all conditions as may be reasonably imposed by the Board of Directors.

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(2) for the Owner's agreement to be responsible for ongoing maintenance, repair, replacement and improvement of any or all of the proposed additions/modifications of the Owner. The Association may require Owners to be responsible for all or some of the maintenance, repair, replacement and improvement of the proposed modifications;

(3) for the Owner's payment of the fees and costs of the Association, together with a deposit against fees and costs which the Association will incur in reviewing and effectuating the application, in an amount reasonably estimated by the Board of Directors, in advance of any billing for costs and expenses of the Association;

(4) for reasonable advance notice by the Owner for the work to be performed, from the Owner or from the Owner's contractor; and

(5) satisfaction of all conditions as may be reasonably imposed by the Board of Directors.

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Section 9.1 Composition. The affairs of the Association shall be governed by the Board of Managers (the "Board"). The Board shall consist of five natural individuals, all of whom shall be Unit Owners.

Section 9.2 Election and Term of Office.

(a) The term of office of any Board member to be elected shall be fixed at



three years from the date the Board member is elected. The members of the Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal or resignation. A Board member may serve an unlimited number of terms and may succeed himself.

(b) Persons qualified to be members of the Board may be nominated and elected as follows:

(1) The Board shall appoint an Election Committee which shall consist of three members who are Unit Owners. Board members are not eligible to be a member of the Election Committee. The Election Committee shall oversee the nomination and election process for Board members.

(2) Prior to the end of the term of a Board member, the Election Committee shall cause to be sent to each Unit Owner a notice and election information form which shall explain the nomination process. Each Unit Owner shall have the right to nominate up to three Unit Owners to be a candidate on the ballot for the election of a Board member. A Unit Owner may nominate himself or herself. The Election Committee shall provide the designated voter for each Unit Owner not less than thirty (30) days to return to the Election Committee the Unit Owner's form for nomination of a Unit Owner to be elected as a member of the Board.

(3) Once the time to nominate the candidates for the election of a Board member has expired, the Election Committee shall count the nominations. Only Unit Owners who are willing to accept a nomination to be a candidate on the ballot for the election of the Board of Managers shall be eligible. Further, only one Unit Owner from each of the 34 buildings within the Property as designated on Exhibit C attached hereto shall be eligible to be nominated. In the event that two Unit Owners from the same building are in the top three receiving votes for nomination, the Unit Owner receiving the most votes of the two that are in the same building shall be on the ballot and all other Unit Owners for such building shall be ineligible. The Election Committee shall identify the three eligible Unit Owners who received the most votes for nomination and shall place their names as candidates on the official ballot for the Board member election.

(4) After the Election Committee has determined the identity of the three Unit Owners nominated to be candidates on the ballot for the Board member election, the Election Committee shall cause to be sent to each Unit Owner an official ballot. Such official ballot shall include the name and address of each candidate along with any appropriate short statement submitted by the candidate to be included regarding his or her qualifications. The official ballot shall instruct the Unit Owner to vote for

one candidate on the nomination list. The official ballot must be signed by the designated voter for the Unit Owner. The official ballot shall allow the designated voter not less fifteen (15) days to return the ballot to the Election Committee.

(5) After the deadline to return official ballots has expired, the Election Committee shall calculate the votes and declare the elected member to the Board to be the person who received the most votes. In the event of a tie, the Election Committee shall cause the election process to be repeated with only the nominated Unit Owners who received equal votes to be on the ballot.

Section 9.3 Meetings. Meetings of the Board shall be conducted in accordance with the following:

(a) Time and Location. The Board shall hold an annual residence meeting and thereafter a meeting for the purpose of electing officers and for any other permitted business. The Board shall hold meetings at the call of the President or upon request to the President by at least a majority of the members of the Board; provided however that:

(1) In any event, the Board shall meet twelve times each fiscal year (in addition to the annual meeting of the Board);

(2) There shall be a meeting of the Board on or before the first day of December of each year for the purpose of adopting the budget of the Association for the next following fiscal year of the Association; and

(3) The President shall call any special Board meeting requested by a majority of the members of the Board for a date occurring not less than five nor more than twenty days after receipt of such request.

The President shall designate the time and location of Board meetings. No business shall be transacted at Board meetings other than as specified in the notice thereof.

(b) Notice. Not less than forty-eight hours prior to the time of any Board meeting, a written notice stating the date, time and place of such meeting shall be delivered, either by hand or by mail, to each Board member at the address given to the Board by such Board member for such purpose. Any Board member may waive notice of a meeting or consent to any action of the Board without a meeting. A Board member's attendance at a meeting shall constitute their waiver of notice of such meeting.

(c) Quorum of the Board. At all meetings of the Board a majority of the members shall constitute a quorum for the transaction of business, and the votes of a majority of the members present at a meeting at which a quorum is present



shall constitute a decision of the Board. One or more members of the Board may participate in and be counted for quorum purposes at any meetings by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other.

(d) Voting. Each Board member shall be entitled to cast one vote. A vote of the majority of the members of the Board present at any meeting at which a quorum is present shall bind the Board for all purposes unless otherwise provided in the Declaration or Bylaws.

(e) Organization. Board meetings may be held under such reasonable rules consistent with this Declaration and Bylaws as the Board may determine. The Board is hereby entitled to promulgate such rules. Unit Owners who are not Board members shall have no right to attend Board meetings, but the Board may, in its sole discretion, elect to allow such Unit Owners to attend a particular meeting or meetings.

(f) Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary or any other Board member assigned by the President shall keep minutes of the Board meetings, recording therein all resolutions adopted by the Board and a record of all transactions and proceedings occurring at such meetings. The then current edition of Robert's Rules of Order shall govern the conduct of the meeting of the Board if and to the extent such Rules are not in conflict with the Declaration or these Bylaws.

(g) Action without a Meeting. Any action by the Board required or permitted to be taken at any meeting may be taken without a meeting if a majority of the members of the Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Board.

Section 9.4 Resignation and Removal. At any regular or special meeting of the Association duly called, any one or more of the members of the Board may be removed with cause by Unit Owners entitled to cast a majority of all votes in the Association and a successor may then and there be elected to fill the vacancy thus created. Any Unit Owner proposing removal of a Board member shall give notice thereof to the Secretary. Any member whose removal has been proposed by a Unit Owner shall be given at least ten days' notice by the Secretary of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting. A member of the Board may resign at any time and shall be deemed to have resigned upon transfer of title to their Unit.

Section 9.5 Vacancies. Any vacancy or vacancies on the Board, whether caused by resignation, removal, death, adjudication of incompetency, or an increase in size of the Board, shall be filled by an election utilizing the same procedures described in Section 9.2. If the vacancy results from removal by the Association, the election of a new member or members may be held at the same meeting where such removal takes

place and notice of a petition for removal shall be considered notice of an election to fill each vacancy so caused.

Section 9.6 Compensation. No member of the Board shall receive compensation for performing their duties as a member of the Board.

Section 9.7 Powers of the Board.

(a) Enumeration. The Board shall have all of the powers and duties granted by the Act and the laws governing nonprofit corporations or both.

(b) Limitation. Nothing in this Section or elsewhere in this Declaration and Bylaws shall be considered to grant to the Board or to the officers of the Association any powers or duties which, by law, are possessed by Unit Owners.

(c) Delegation of Powers; Managing Agent. The Board may employ for the Condominium a managing agent at a compensation established by the Board. The managing agent shall perform such duties and services as the Board shall authorize, including, but not limited to, all of the duties listed in the Declaration and Bylaws. The Board may delegate to the managing agent all of the powers granted to the Board by the Act, the Declaration and these Bylaws other than the following powers: (i) to adopt an annual budget and any amendment thereto or to assess Common Expenses; (ii) to adopt, repeal or amend rules and regulations; (iii) to designate signatories on Association bank accounts; (iv) to borrow money on behalf of the Association. Any contract with the managing agent must provide that it shall be cancelable by either party without cause and without a termination fee upon not less than thirty days nor more than sixty days written notice and shall be cancelable by the Board with cause upon not less than thirty days written notice.

Section 9.8 Election of Officers. At the first meeting of the Board, and at every Annual Meeting of the Board thereafter, the Board members, if a quorum is present, shall elect Board officers of the Association for the following year, such officers to serve for a three year term and until their respective successors are elected. The officers to be elected are: President, Vice President, Secretary, Treasurer and such other officers as the Board shall determine. Each officer may serve an unlimited number of terms so long as such member or officer continues to be reelected to the Board. Any member may hold two offices simultaneously, except that the President shall not hold any other office.

Section 9.9 Duties. The duties of the officers shall be as follows:

(a) President. The President shall be the chief executive officer of the Association and the chairperson of the Board. The President shall be responsible for implementing the decisions of the Board and in that capacity shall direct, supervise, coordinate and have general control over the affairs of the Association and the Board, subject to the limitations of the laws of the State of Missouri, the Condominium Documents and the actions of the Board. Checks issued by the



Association must be signed by at least two Board members and the President need not be one of the signing Board members. The President shall preside at all meetings of either body at which he is in attendance and shall be a member of all committees. If the President is absent from such meetings the Vice President of the Association shall preside, and in the absence of any officer, the body holding the meeting shall elect a person to preside.

(b) Vice President. Unless otherwise determined by a resolution of the Board, the Vice President shall in the absence of the President, exercise the powers and perform the duties of the President. The Vice President shall perform such other duties and have such other powers as the Board may designate from time to time.

(c) Secretary. Unless otherwise determined by the Board, the Secretary shall keep or cause to be kept all records (or copies thereof if the original documents are not available to the Association) of the Association and the Board and shall have the authority to affix the seal of the Association to any documents requiring such seal. The Secretary shall give or cause to be given all notices as required by law, the Declaration and Bylaws, shall take and keep or cause to be taken and kept minutes of all meetings of the Association and the Board, and shall take and keep or cause to be taken and kept at the Association's office a record of the names and addresses of all Unit Owners as well as copies of the Declaration, the Plats and Plans, Bylaws and the Rules and Regulations, all of which shall be available at the office of the Association for inspection by Unit Owners or prospective Unit Owners during normal business hours and for distribution to them at such reasonable charges (if any) as may be set from time to time by the Board. The Secretary shall keep or cause to be kept the register of Eligible Mortgage Holders. The Secretary shall also perform all duties and have such other powers as are ordinarily attributable to the Secretary of a corporation domiciled in Missouri.

(d) Treasurer. Unless otherwise determined by the Board, the Treasurer shall have the charge and custody of, and be responsible for, all funds and securities of the Association, shall deposit or cause to be deposited all such funds in such depositories as the Board may direct, shall keep or cause to be kept correct and complete accounts and records of all financial transactions of the Association and the Board and shall submit or cause to be submitted to the Board and the Association such reports thereof as the Act, the Declaration, the Board, or these Bylaws may from time to time require. Such records shall include, without limitation, chronological listings of all receipts and expenditures on account of the Common Elements, Limited Common Elements, and each Unit, the amount of each Common Expense Assessment and expenses assessable to individual Units, if any, and the amount paid and the amounts due on such assessments. Such records shall specify and itemize the maintenance, repair and replacement expenses relating to the Common Elements and the Limited Common Elements and any other expenses incurred by the Association. The foregoing financial records shall be kept at the Association's office and shall

be available there for inspection by Unit Owners or prospective Unit Owners during normal business hours.

Section 9.10 Compensation. The officers of the Board shall serve without compensation for their services in such capacity.

Section 9.11 Resignation and Removal. Any officer may resign at any time by written notice to the Board, such resignation to become effective at the next Board meeting. Any officer who ceases to be a member of the Board for any reason also shall be deemed to have resigned or been removed, ipso facto, from any Board office he may have held. Any officer may be removed from their office at any time by the unanimous vote of the other Board members whenever in the judgment of the Board members the interests of the Association will be best served thereby, or by the vote of the Association with cause, in the same manner as set forth for the removal of Board members in Section 9.4 hereof.

Section 9.12 Vacancies. Vacancies caused by resignation or removal of officers or the creation of new offices shall be filled by an election utilizing the same procedures described in Section 9.2.

## ARTICLE 10 INSURANCE/CONDEMNATION

Section 10.1 Insurance to be Carried by the Association. The Association shall obtain and maintain in full force and effect, to the extent reasonably available and at all times, the insurance coverage set forth in this Declaration and as set forth in the Act, which insurance coverage shall be provided by financially responsible and able companies duly authorized to do business in the State of Missouri.

Section 10.2 Hazard Insurance on the Units and Common Elements.

(a) The Association shall obtain and maintain hazard insurance covering full replacement cost, loss, damage or destruction by fire or other casualty to the Units and the Common Elements and the other property of the Association. The hazard insurance of the Association shall include installations in the Units to the standard and quality of original non-upgraded construction, including, by way of example, but not limited to, bathroom and kitchen fixtures, built-in cabinets, counters, cupboards, dishwashers, large primary ovens/ranges, air conditioners, and wall, floor and window coverings, and excluding betterments and upgrades.

(b) All insurance purchased by the Association pursuant to this Section shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners, and their respective mortgagees, and all other persons entitled to occupy any Unit, as their interests may appear.



(c) The Association's insurance policy may contain a reasonable deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

(d) The Board of Directors shall make available for review by Owners a copy of the Association's insurance policy to allow Owners to assess their personal insurance needs. Each Owner shall have the right to obtain additional coverage at his or her own expense.

Section 10.3 Owner Insurance Responsibilities. Unit Owners are specifically responsible for insurance coverage (commonly known as HO-6 coverage): for betterments and upgrades added to a Unit (from the standard, original quality, non-upgraded construction); to cover the Association's deductible for insurance coverage under this Article or the Act; and also for personal property in a Unit including, by way of example, refrigerators, ice makers, built in microwave ovens, clothes washers, clothes dryers, and portable appliances. Owners are also responsible for general liability insurance within a Unit.

Section 10.4 Liability Insurance. The Association shall obtain a policy of public liability and property damage liability insurance covering the Common Elements, in such limits as the Board may determine from time to time. Coverage shall include, without limitation, liability for personal injuries, operation of automobiles on behalf of the Association, and activities in connection with the ownership, operation, maintenance and other uses of the Community. All liability insurance shall name the Association as the insured.

Section 10.5 Fidelity Insurance. The Association shall obtain fidelity coverage or fidelity bonds to protect against dishonest acts on the parts of its officers, directors, trustees and employees and on the part of all others who handle or are responsible for handling the funds of the Association, including persons who serve the Association with or without compensation. The fidelity coverage or bonds should be in an amount sufficient to cover the maximum funds that will be in the control of the Association, its officers, directors, trustees and employees.

Section 10.6 Worker's Compensation and Employer's Liability Insurance. The Association shall obtain worker's compensation and employer's liability insurance and all other similar insurance with respect to its employees in the amounts and forms as may now or hereafter be required by law.

Section 10.8 Directors' and Officers' Personal Liability Insurance. The Association shall obtain directors' and officers' personal liability insurance to protect the directors, officers, committee members and any person acting at the discretion of the Board from personal liability in relation to their duties and responsibilities in acting on behalf of the Association.

Section 10.9 Other Insurance. The Association may obtain insurance against such other risks, as it shall deem appropriate with respect to the Association

responsibilities and duties.

Section 10.10 Insurance Premium. Except as assessed in proportion to risk, insurance premiums for the above provided insurance shall be a Common Expense to be included as a part of the annual Assessments levied by the Association.

Section 10.11 Adjustments by the Association. Any loss covered by an insurance policy described above shall be adjusted by the Association, and the insurance proceeds for that loss shall be payable to the Association and not to any holder of a first lien security interest. The Association shall hold any insurance proceeds in trust for the Association, Owners and holders of first lien security interests as their interests may appear. Proceeds must be distributed first for the repair or restoration of the damaged property. The Owners and holders of first lien security interest are not entitled to receive payment of any portion of the proceeds. The Association may determine how a surplus of proceeds, if any, shall be utilized.

Section 10.12 Responsibility for Payment of Deductible Amount. Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims which the Association is responsible for insuring shall be as follows:

(a) The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements unless the damage is the liability of an Owner, his family, guests, or invitees, as set forth in this Declaration, in which case the Association shall seek reimbursement of the deductible amount as an Assessment in compliance with and under the terms of this Declaration.

(b) The Owner shall pay or absorb the deductible for any loss to the Unit that would be the responsibility of the Owner in the absence of insurance unless: (1) the loss is caused by the negligent or willful act or omission of the Association or another Owner, in which case the negligent party shall be responsible for the deductible, or (2) the loss is caused by the failure of another Owner to maintain any portion of the Unit, including any appliance, equipment, or fixture in a Unit, which that Owner is responsible to maintain in good working order and condition, in which case the Owner who has failed to maintain any such portion of the Unit resulting in damage to another's Unit will be responsible for the deductible. If a negligent Owner or Owner who fails to maintain their Unit as provided in this Declaration fails to pay the deductible for damage to a Unit, the Association may, but shall not be obligated to seek the deductible on behalf of the Owner suffering the loss as provided in this Declaration for the collection of Assessments.

Section 10.13 Payment of Claims to Delinquent Owners. Notwithstanding anything to the contrary in this Declaration, in the event of an insured loss under the Association's master hazard insurance policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of



Assessments owed to the Association under this Declaration, then the Association may retain and apply such proceeds recovered to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

## ARTICLE 11 GENERAL PROVISIONS

### Section 11.1 Compliance and Enforcement.

(a) Every Owner and occupant of a Unit shall comply with the Governing Documents, and each Owner shall have the right to enforce the covenants and restrictions, as set forth in this Declaration.

(b) The Association may enforce all applicable provisions of this Declaration, and may impose sanctions for violation of the Governing Documents. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines, after notice, which fine shall constitute a lien upon the violator's Unit;

(ii) suspending the right to vote and the right to use Common Elements;

(iii) exercising self-help (including, but not limited to, performing such maintenance responsibilities which are the Owner's responsibility under this Declaration and assessing all costs incurred by the Association against the Unit and the Owner as an Assessment) or taking action to abate any violation of the Governing Documents;

(iv) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Unit in violation of the Governing Documents and to restore the Unit to its previous condition and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

(v) without liability to any person, precluding any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of this Declaration from continuing or performing any further activities in the Community;

(vi) levying specific Assessments to cover costs incurred by the

Association to bring a Unit into compliance with the Governing Documents; and

(vii) bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

(c) In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility, or otherwise fails to comply with the Governing Documents, the Association may record a notice of violation against the Owner and the Unit.

(d) All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, the Association, if it is the prevailing party, shall be entitled to recover all costs, including, without limitation, attorney fees and court costs, reasonably incurred in such action.

(e) The decision of the Association to pursue enforcement action in any particular case shall be left to the Board's discretion, subject to the duty to exercise judgment and be reasonable, as provided for in this Declaration, and further restricted in that the Board shall not be arbitrary or capricious in taking enforcement action. A decision of the Association not to pursue enforcement action shall not be construed as a waiver of the Association's right to enforce such provisions at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule. Without limiting the generality of the foregoing, the Board may determine that, under the circumstances of a particular case:

(i) the Association's legal position is not strong enough to justify taking any or further action;

(ii) the covenant, restriction or rule being enforced is, or is likely to be construed as, inconsistent with applicable law; or

(iii) that it is not in the Association's best interests, based upon hardship, expense, limited effect on other Members or other reasonable criteria, to pursue enforcement action.

Section 11.2 Attorney Fees. If an Owner or an Owner's family member, guest, tenant, invitee or licensee fails to comply with any provision of the Governing Documents, the Association may require reimbursement for reasonable attorney fees and costs incurred as a result of such failure to comply, without the necessity of commencing a legal proceeding. In a legal proceeding in any way related to the Governing Documents or the Community, the court shall award to the Association, if it is the prevailing party, its reasonable attorney fees and costs incurred in asserting or defending the claim. Such reasonable attorney fees and costs, if awarded against an Owner or an Owner's family member, guest, tenant, invitee or licensee, shall be



charged as an Assessment and shall constitute a lien against the Unit.

Section 11.3 Severability. Each of the provisions of this Declaration shall be deemed independent and severable. If any provision of this Declaration or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of this Declaration which can be given effect without the invalid provisions or applications.

Section 11.4 Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land in perpetuity.

Section 11.5 Amendment of Declaration by Owners. Except as otherwise provided in this Declaration, any provision, covenant, condition, restriction or equitable servitude contained in this Declaration may be amended, revised, removed or repealed, and new provisions, covenants, conditions, restrictions or equitable servitudes may be added, at any time and from time to time upon approval of at least 60% of the Unit Owners present at a duly called meeting in which a quorum is present. A quorum for a valid Unit Owner's meeting shall be 10% of all the Unit Owners. Any such amendments shall be certified on behalf of the Association by an officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Notice of any meeting at which a proposed amendment will be considered shall state the fact of consideration and the subject matter of the proposed amendment. The amendment or repeal shall be effective upon the recordation in the office of the Recorder of Deeds for St. Louis County, Missouri of a certificate setting forth the amendment in full and certifying that the amendment has been approved as set forth above, and containing the written consent and approval of the Association.

Section 11.6 Amendment of Declaration by the Association. The Association shall have the authority to amend, revise, remove, repeal or add any provision to this Declaration, without Owner or mortgagee approval, in order to conform with any applicable state, city or federal law, and/or to bring the Declaration into compliance with applicable rules and regulations of the Federal National Mortgage Association ("Fannie Mae"), the Department of Housing and Urban Development ("HUD") and the Veterans Administration ("VA") pursuant to federal law.

Section 11.7 Captions. All captions and titles used in this Declaration are intended solely for convenience of reference and shall not enlarge, limit or otherwise affect that which is set forth in any paragraph, section or article hereof.

Section 11.8 Interpretation. The provisions of this Declaration shall be construed to effectuate their purposes of creating a uniform plan for promoting and effectuating the fundamental concepts as set forth in this Declaration. The Board of Directors shall have the authority to interpret the meaning of any provision contained in this Declaration.

Section 11.9 Singular Includes the Plural. Unless the context otherwise requires, the singular shall include the plural, and the plural shall include the singular,

and each gender referral shall be deemed to include the masculine, feminine and neuter.

Section 11.10 Conflict of Provisions. In case of conflict between this Declaration and the Articles of Incorporation or the Bylaws, this Declaration shall control.

Section 11.11 Challenge to this Amendment. All challenges to the validity of this amendment must be made within one year after the date of recording of this document.

IN WITNESS WHEREOF, the undersigned, being the president and the secretary of Granada Condominium Association, hereby certify that the Association has obtained written approval of this Amended and Restated Declaration from at least 60% of the Unit Owners present at a duly called meeting in which a quorum was present, as evidenced by written instruments filed with the records of the Association.

GRANADA CONDOMINIUM ASSOCIATION,  
a Missouri nonprofit corporation

By: Fay Gilson  
Fay Gilson, President

ATTEST:

By: Shirley Howard  
Shirley Howard, Secretary

STATE OF MISSOURI )

COUNTY OF ST. LOUIS )

SS

On this 2 day of May, 2007, before me appeared Fay Gilson, to me, personally known, who being, duly sworn, did say that she is the President of Granada Condominium Association, a corporation of the State of Missouri and that said instrument was signed on behalf of said corporation, by authority of the Board of Granada Condominium Association; and said Fay Gilson acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my official seal in the county and state aforesaid in the day and year first above written.

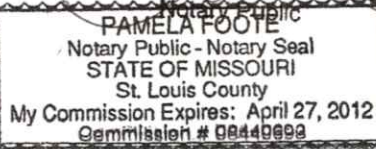


My Commission Expires:

4/27/2012

STATE OF MISSOURI

COUNTY OF ST. LOUIS



SS

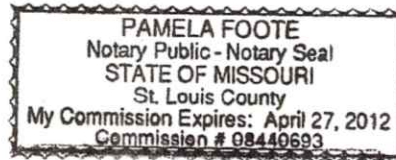
On this 7 day of May, 2007, before me appeared Shirley Howard, to me, personally known, who being, duly sworn, did say that she is the Secretary of Granada Condominium Association, a corporation of the State of Missouri and that said instrument was signed on behalf of said corporation, by authority of the Board of Granada Condominium Association; and said Shirley Howard acknowledged said instrument to be a free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and fixed my official seal in the county and state aforesaid in the day and year first above written.

Notary Public

My Commission Expires:

4/27/2012



**EXHIBIT A**

**DESCRIPTION OF PROPERTY**

A tract of land being all of Lot 1 and part of Lot 4 of the re-subdivision of Lot 1 of the Subdivision of Barney Hanley's Estate in U. S. Survey 939, Township 47 North, Range 6 East, St Louis county, Missouri and described as follows: Beginning at a point in the West line of Graham Road, 60.00 feet wide, at its intersection with the South line of said Lot 4; thence North 82 degrees 0 minutes West and along the South line of said Lot 4 and the South line of said Lot 1 a distance of 1214.72 feet to a point being the Southwest corner of said Lot 1; thence North 8 degrees 0 minutes East and along the West line of said Lot 1 a distance of 469.92 feet to a point, said point being the Northwest corner of said Lot 1, thence South 82 degrees 0 minutes East a distance of 1095.80 feet to a point; said last mentioned point being North 82 degrees 9 minutes West, 185.00 feet from the West line of said Graham Road; then south 8 degrees 0 minutes West, 133.69 feet to a point; thence South 86 degrees 08 minutes East, 194.15 feet to a point in the West line of Graham Road; thence South 3 degrees 52 minutes West and along the West line of said Road to the point of beginning, and containing 13.449 acres



<b>Building #/ Unit #</b>	<b>Type</b>	<b>Percent</b>
7/42	G-2	.5001
8/47	G-2	.5001
8/48	G-2	.5001
8/49	G-2	.5001
8/50	G-2	.5001
8/51	G-2	.5001
8/52	G-2	.5001
8/53	G-2	.5001
8/54	G-2	.5001
9/55	G-2	.5001
9/56	G-2	.5001
9/57	G-2	.5001
9/58	G-2	.5001
9/59	G-2	.5001
9/60	G-2	.5001
9/61	G-2	.5001
9/62	G-2	.5001
10/63	G-2	.5001
10/64	G-2	.5001
10/65	G-2	.5001
10/66	G-2	.5001
10/67	G-2	.5001
10/68	G-2	.5001
10/69	G-2	.5001
10/70	G-2	.5001
11/71	G-2	.5001
11/72	G-2	.5001
11/73	G-2	.5001
11/74	G-2	.5001
11/75	G-2	.5001
11/76	G-2	.5001
11/77	G-2	.5001
11/78	G-2	.5001
12/79	G-2	.5001
12/80	G-2	.5001
12/81	G-2	.5001
12/82	G-2	.5001
12/83	G-2	.5001
12/84	G-2	.5001
12/85	G-2	.5001
12/86	G-2	.5001
13/87	T-3	.6184
13/88	T-3	.6184
13/89	T-3	.6184
13/90	T-3	.6184
14/91	T-3	.6184
14/92	T-3	.6184
14/93	T-3	.6184

EXHIBIT B

ALLOCATION OF INTERESTS TO UNITS

<i><b>Building #/ Unit #</b></i>	<i><b>Type</b></i>	<i><b>Percent</b></i>
1/1	G-2	.5000
1/2	G-2	.5000
1/3	T-3	.6183
1/4	T-4	.6673
1/5	G-1	.4560
1/6	G-1	.4560
2/7	T-4	.6674
2/8	T-4	.6674
2/9	T-4	.6674
2/10	T-4	.6674
3/11	T-3	.6184
3/12	T-3	.6184
3/13	T-3	.6184
3/14	T-3	.6184
4/15	G-2	.5001
4/16	G-2	.5001
4/17	G-2	.5001
4/18	G-2	.5001
4/19	G-2	.5001
4/20	G-2	.5001
4/21	G-2	.5001
4/22	G-2	.5001
5/23	G-2	.5001
5/24	G-2	.5001
5/25	G-2	.5001
5/26	G-2	.5001
5/27	G-2	.5001
5/28	G-2	.5001
5/29	G-2	.5001
5/30	G-2	.5001
6/31	G-2	.5001
6/32	G-2	.5001
6/33	G-2	.5001
6/34	G-2	.5001
6/35	G-2	.5001
6/36	G-2	.5001
6/37	G-2	.5001
6/38	G-2	.5001
7/39	G-2	.5001
7/40	G-2	.5001
7/41	G-2	.5001



<i><b>Building #/ Unit #</b></i>	<i><b>Type</b></i>	<i><b>Percent</b></i>
14/94	T-3	.6184
15/95	T-4	.6674
15/96	T-4	.6674
15/97	T-4	.6674
15/98	T-4	.6674
16/99	T-3	.6184
16/100	T-3	.6184
16/101	T-3	.6184
16/102	T-3	.6184
17/103	T-3	.6184
17/104	T-3	.6184
17/105	T-3	.6184
17/106	T-3	.6184
18/107	T-3	.6184
18/108	T-3	.6184
18/109	T-3	.6184
18/110	T-3	.6184
19/111	T-4	.6674
19/112	T-4	.6674
19/113	T-4	.6674
19/114	T-4	.6674
20/115	T-4	.6674
20/116	T-4	.6674
20/117	T-4	.6674
20/118	T-4	.6674
21/119	T-4	.6674
21/120	T-4	.6674
21/121	T-4	.6674
21/122	T-4	.6674
22/123	T-4	.6674
22/124	T-4	.6674
22/125	T-4	.6674
22/126	T-4	.6674
23/127	T-4	.6674
23/128	T-4	.6674
23/129	T-4	.6674
23/130	T-4	.6674
24/131	T-4	.6674
24/132	T-4	.6674
24/133	T-4	.6674
24/134	T-4	.6674
25/135	T-4	.6674
25/136	T-4	.6674
26/137	T-3	.6184
26/138	T-3	.6184
26/139	T-3	.6184
26/140	T-3	.6184
27/141	T-3	.6184