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

TYPE OF  
INSTRUMENT  
**AMDT**

GRANTOR  
**PARKSIDE CONDO ASSN ETAL**

TO

GRANTEE

PROPERTY  
DESCRIPTION:

**PARKSIDE CONDOS BLDG ONE PB: 243 PG: 84**

Lien Number
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Notation <b>X</b>
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Locator
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**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 <b>00169</b>
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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 8 pages, (this page inclusive), was filed for record in my office on the 14 day of October 2013 at 09:30AM 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.

**MY**  
Deputy Recorder



*Janice M. Hammonds*  
St. Louis County, Missouri

Mail to:

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Destination code: **18 M**

RECORDING FEE **42.00**  
(Paid at the time of Recording)

Rev. 8-06-13; 7-25-13; 7-16-13

# RECORDING MEMORANDUM

Instrument: Amendment to By-Laws of Parkside Condominium Association

Grantor: Unit Owners of Parkside Condominium  
c/o Association Management Corp.  
3153 Fee Fee Road  
Bridgeton, MO 63044

Grantee: Parkside Condominium Association  
c/o Association Management Corp.  
3153 Fee Fee Road  
Bridgeton, MO 63044

Date: October 7, 2013

Legal Description: Plat of Parkside Condominium recorded on December 31, 1985 in Plat Book 243, Pages 84-85, and "Parkside Condominium Declaration of Condominium and By-Laws" recorded on December 31, 1985 in Book 7853, Page 2260, of the records of St. Louis County, Missouri, as may be amended (see Exhibit "A")

County: St. Louis County, Missouri

Return to: Allan J. Seals, Property Manager  
Association Management Corp.  
3153 Fee Fee Road  
Bridgeton, MO 63044

This cover page is attached solely for the purpose of complying with the requirements of Sections 59.310.2 and 59.313.2, Mo. Rev. Stat. (2001) of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive portions of this Instrument. In the event of a conflict between the provisions of this cover page and the provisions of this Instrument, the Instrument shall control.

**AMENDMENT TO BY-LAWS  
OF PARKSIDE CONDOMINIUM ASSOCIATION**

THIS AMENDMENT is made this 7<sup>th</sup> day of October, 2013 by the Parkside Condominium Association ("Association").

WHEREAS, Parkside Condominium ("Condominium") exists under the Missouri Uniform Condominium Act by virtue of the Parkside Condominium Declaration of Condominium and By-Laws as recorded on December 31, 1985 in Book 7853, Page 2260 of the records of St. Louis County, Missouri, as may be amended ("Declaration"); and the Association is administered under its By-Laws as recorded on December 31, 1985 in Book 7853, Page 2280 of the records of St. Louis County, Missouri, as may be amended ("By-Laws"); and

WHEREAS, certain real property has been subdivided into Units and Common Elements by virtue of the Plat recorded in Plat Book 243, Pages 84-85 of the records of St. Louis County, Missouri, as may be amended ("Plat"); and

WHEREAS, said property is more particularly described in the Plat, which is incorporated by reference herein; and

WHEREAS, the Association is authorized to amend the By-Laws by a resolution or written consent of Unit Owners owning not less than 67% in the aggregate of the total ownership interests in the Common Elements, as provided in Article VI of the By-Laws and Section 17.2 of the Declaration; and

WHEREAS, an amendment to the By-Laws, relating to leasing, was recorded on June 21, 2005 with an effective date of July 21, 2005, in Book 16600, Page 1787 of the records of St. Louis County, Missouri ("2005 Amendment"); and

WHEREAS, the Association desires that the Declaration and By-Laws comply with conditions imposed by agencies providing government-insured or guaranteed loans; and

WHEREAS, the Federal Housing Administration ("FHA") has adopted certain regulations for certification of condominiums for FHA-insured loans under FHA Mortgagee Letter 2011-22, as amended ("ML 2011-22"); and

WHEREAS, the Association finds that FHA certification would foster marketability of Units in the Condominium, and that adopting a limitation on leasing to comply with Section 1.8.9 of ML 2011-22 is in the best interests of the community as a whole; and

WHEREAS, the Association desires and intends to amend the By-Laws to comply with FHA regulations and enable the Condominium to be certified by FHA for insured mortgage loans on the Units, as more particularly set forth herein below.

NOW THEREFORE, the By-Laws are amended as follows:

A. *Article VII of the By-Laws, as set forth in the 2005 Amendment, relating to leasing, is deleted in its entirety and a new Article VII, relating to the same subject, is adopted in lieu thereof to read as follows:*

**"ARTICLE VII: LEASING OF UNITS**

*"The Association deems it to be in the best interests of the community as a whole to preserve the Condominium as a community in which the Units are occupied predominantly by the Owners and to permit leasing and comply with regulations of FHA. Accordingly, the purpose of this Article is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and protect property values, by establishing a limit on the number of Units that may be leased after the Effective Date.*

**"7.1 Owner-Occupancy.** The following provisions to promote Owner-occupancy of Units shall apply upon the Effective Date in Section 7.7:

**"(a)** Notwithstanding anything in Article V, Section 1 of these By-Laws or any other provision of the Declaration or these By-Laws to the contrary, the number of leased Units at any time may not exceed ten percent (10%) of all the Units in the the Condominium after the Effective Date, unless a waiver is granted under subsection (d) below. Any Owner who owned a Unit prior to July 21, 2005 (the effective date of the 2005 Amendment), is exempt from said limitation, and may lease his Unit so long as the lease complies with Section 7.2; provided, however, that the Condominium shall comply with FHA regulations that at least a majority of the Units be Owner-occupied.

**"(1)** The term "Lease" means any agreement for the exclusive possession of the Unit that creates a relationship of landlord-tenant or lessor-lessee in which the record Owner does not occupy the Unit.

**"(2)** For the purposes of this Section, a Unit shall be deemed Owner-occupied if the Unit is occupied (i) by parents or children (and their families, if any) of the record Owner, or (ii) if the record Owner is a trust and the Unit is occupied by a beneficiary of the trust, as long as the beneficiary is also the grantor of the trust, or the Unit is occupied by the spouse or direct family member of the grantor of the trust. A 'direct family member' means children or siblings of the beneficiary.

**"(b)** Any contract for the sale of a Unit entered into before the Effective Date shall be exempt from this Section 7.1.

**"(c)** No Owner may own more than three (3) Units at the same time.

**"(d)** Upon written request by an Owner, the Board may waive any provision of this Section 7.1 for a reasonable period of time in the event of personal hardship or unanticipated circumstances such as military service, sabbatical, job

transfer, medical conditions, or economic or market conditions. An Owner must occupy the Unit for at least twelve (12) months to apply for a hardship waiver. The waiver must be in writing and signed by the Owner and the Board. If a waiver is granted, the Owner may lease the Unit for the term granted and in accordance with Section 7.2.

"(e) The leasing limitations of this Section 7.1 shall be deemed a reasonable restraint on alienation and not a change in the use of Units, which shall continue to be used for single-family residential purposes under Article V, Section 1 of these By-Laws."

**"7.2 Regulation of Leases.** Any lease permitted under Section 7.1 and executed or renewed on or after the Effective Date shall be evidenced by a written lease agreement ("Lease") and, whether or not expressly set forth in the Lease, shall be deemed to include the regulations contained in this Section 7.2.

"(a) The Lease shall include an executed copy of such addendum as may be prepared by the Board containing the regulations in this Section 7.2 ("Addendum").

"(b) The Lease, Owner and tenant are subject to the provisions of the Act, Declaration, By-Laws, and rules of the Association (collectively referred to herein as the "Governing Documents").

"(c) The Owner is responsible for any violation by the tenant of the Act or Governing Documents, and the Association is authorized to enforce any such violation except for nonpayment of rent. The Association may deem such violation a default of the Lease and shall have all remedies provided in Section 7.5 below.

"(d) The Lease shall have an initial term of twelve (12) months. No Unit shall be leased, sublet or assigned (i) on a nightly or monthly basis, (ii) for transient purposes (30 days or less), or (iii) for hotel purposes (such as cleaning or room service).

"(e) Not less than the entire Unit shall be leased.

"(f) Any sublease, renewal, extension, or assignment of a Lease shall be in writing.

"(g) The Owner shall furnish to the Board, at least five (5) days before the commencement date, a copy of the Lease and Addendum signed by the Owner and tenant, and the names and contact information of the tenant and all occupants. The Owner shall certify that the tenant is not listed on the Sex Offender Registry. The Board may review the Lease for compliance with this Article and applicable provisions of the Act and Governing Documents.

"(h) The Owner certifies that he/she provided a copy of the Governing Documents to tenant and afforded tenant a period of five (5) days to rescind the Lease after receipt thereof.

"(i) The Owner assigns to tenant all rights and privileges related to occupancy of the Unit, including use of parking space(s) and storage locker (if any) assigned to the Unit and recreation facilities. The Owner retains the rights of ownership and the duty to pay assessments, fines and other charges by the Association, and the duty to maintain the Unit and carry insurance to protect his or her own interests."

**"7.3 No Time-Share.** No Unit may be conveyed under a time-sharing plan."

**"7.4 Rulemaking.** The Board may adopt such rules, regulations, and forms as it deems reasonable and necessary to implement the provisions of this Article."

**"7.5 Remedies.** If the Owner or tenant violates any provision of the Act or the Governing Documents, the Association, in addition to its other remedies, shall be entitled to any appropriate relief and remedies under Missouri law against the Owner including but not limited to termination of the lease and eviction of the tenant by judicial proceeding, after notice to the Owner and opportunity to be heard and to cure, at the Owner's cost, including collection of unpaid fines and administrative charges, and recovery of costs, expenses, and reasonable attorney's fees."

**"7.6 Amendment.** Notwithstanding any provision in the Governing Documents to the contrary, the Board is authorized to amend the Governing Documents, without further approval, to comply with conditions imposed by lenders providing government insured or guaranteed loans."

**"7.7 Effective Date.** This amendment shall be effective upon the date it is recorded in the records of St. Louis County, Missouri, and shall be applicable to events and circumstances occurring after said Effective Date."

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*The President and Secretary of the Board are authorized to execute, certify and record this Amendment to the By-Laws and, by their signatures below, certify that this Amendment has been approved in accordance with the Act, Declaration and By-Laws.*

*This Amendment shall be effective upon its recordation in the records of St. Louis County, Missouri, and a copy shall be furnished to all Owners.*

IN WITNESS WHEREOF, the duly authorized officers of the Executive Board of Parkside Condominium Association, have executed the foregoing instrument on the day and year first above written.

EXECUTIVE BOARD  
PARKSIDE CONDOMINIUM ASSOCIATION  
a Missouri nonprofit corporation

By:

*Dennis Emmons*  
Its President Dennis Emmons

[No Seal]

Attest:

*Julie Wilson*  
Secretary Julie Wilson

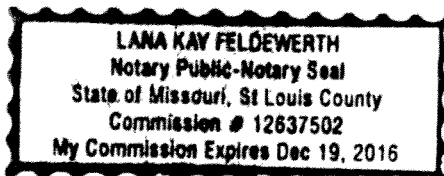
STATE OF MISSOURI     )  
                                      )  
COUNTY OF ST. LOUIS    )

On this 7<sup>th</sup> day of October, 2013, before me personally appeared Dennis Emmons, to me personally known to be the President of Parkside Condominium Association, a Missouri nonprofit corporation that has no seal, and acknowledged that he/she signed and delivered the foregoing instrument on behalf of said corporation, and that he/she executed the same as his/her free act and deed.

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

*Lana Kay Feldewerth*  
Notary Public

My Commission Expires:



**PARKSIDE CONDOMINIUM**  
**LEGAL DESCRIPTION**

See Plat of Parkside Condominium recorded on December 31, 1985 in Plat Book 243, Pages 84-85 of the records of St. Louis County, Missouri, as may be amended.