

808

PARKSIDE CONDOMINIUMSDECLARATION OF CONDOMINIUM AND BY-LAWS

Declaration 98.00  
 Plat 75.00  
 County Fee 173.00  
 State User Fee \$3.00  
 Total 174.00  
 JIC

THIS IS THE DECLARATION of submission of PARKSIDE CONDOMINIUMS to the provisions of the Uniform Condominium Act of the State of Missouri, and By-Laws for said condominium, executed this 2nd day of DECEMBER, 1985, by MISSOURI EQUITIES LIMITED, a limited partnership, hereinafter called "Developer",

## WITNESSETH:

WHEREAS, Developer is the owner in fee simple of property situated in St. Louis County, Missouri, described as follows:

As per Building One as recorded as display plat for Parkside Condominiums,  
 PLAT BOOK 239 PAGE 19.

REFER-TO-INSTRUMENT  
 FILED Dec 31, 1985 DAILY NO. 808  
 DEED BOOK 243 PAGE 14

BOOK 7853 PAGE 2260

## DECLARATION

WHEREAS, Developer intends by this Declaration to submit said property to the provisions of the Uniform Condominium Act of the State of Missouri (hereinafter referred to as the "Act"), as contained in Chapter 448.1-101 at seq. thereof; and

WHEREAS, Developer intends to reserve the right to include, by amendment hereto, additional parcel(s) and improvements thereon in the condominium created by this Declaration;

NOW, THEREFORE, Developer, as the owner of the property above described, for the purposes above set forth, does hereby declare said property and all improvements thereon and those to be erected thereon to be a Condominium which is located entirely in the County of St. Louis, Missouri, hereinafter known as Parkside Condominiums under the Act, and further declares and provides as follows:

1. DEFINITIONS. The following terms, as used herein or elsewhere in any condominium documents relating to Parkside Condominiums, including the By-Laws attached hereto as Exhibit C, unless otherwise specifically provided, shall have the meaning set forth below:

1.1 Assignment - That portion of the cost of maintaining, repairing, replacing, insuring, and operating the property which is to be paid by each Unit Owner, the percentage of such cost to be paid by each being that percentage interest in Exhibit B attributed to each Unit.

1.2 Association - Parkside Condominiums Association, a Missouri Not-for-Profit Corporation.

1.3 Building - Each Structure or group of structures located on the Property which contains one or more Units and which is designated in this Declaration or in any amendment hereto as a "Building."

1.4 Common Elements - All that part of the Property which is not within any Units shown on the Plat, the Common Elements including but not being limited to the following:

(a) The Property, excepting the Units;

(b) All electrical wiring, pipes, wires, cables and conduits, throughout the Property, except such situated in a Unit and providing service for only such Unit;

(c) All utility installations, laundry facilities, if any, and connections for gas, electricity, light, water and plumbing, except those within Units; and

(d) Any auxiliary building and any other structures which may at any time be erected on the Property and all other appurtenances not herein specifically designated which are not enclosed within the confines of Units.

1.5 Deck - Each deck area adjacent to a Unit and attached to the Building in which such Unit is located, and consisting of the space bounded by the Building and the walls, railing, fence or other barrier surrounding such deck area.

1.6 Declaration - This instrument by which the Property is submitted to the provisions of the Act.

1.7 Developer - Missouri Equities Limited, or any person, firm or corporation to whom Parkside Condominiums transfers its rights hereunder prior to the time when all Units in Parkside Condominiums have been sold.

1.8. Eligible Mortgage - Each holder, insurer or guarantor of a duly recorded first mortgage or deed of trust on any Unit who has made written request to the Executive Board for notice of all matters of which such holders, insurers or guarantors are entitled pursuant to the provisions of the Declaration or By-Laws.

1.9 Eligible Mortgage Holder - Each Eligible Mortgagee which is a holder of the mortgage or deed of trust.

1.10 Patio - Each space adjacent to a Unit and intended to be used as a patio, and consisting of the space bounded by the interior surfaces of the surrounding fence and the exterior surface of the Building in which the Unit is located.

1.11 Person - An individual, partnership, corporation, or legal entity capable of holding title to real property.

1.12 Plat - The plat (and any surveys attached thereto) which is attached hereto as Exhibit "A" and recorded simultaneously herewith. The plat attached hereto as Exhibit "A" sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to (i) the land described above which constitutes the Property, (ii) Building No. 1, and (iii) each Unit of Building No. 1 and its horizontal and vertical dimensions, including the elevations of the interior surfaces of the floors and ceilings and the measurements and locations of the interior surfaces of the perimeter walls of each Unit in Building No. 1. Each Unit is identified on the Plat by a distinguishing number or symbol.

1.13 Property - The land and property described above, and any land hereafter added by amendment hereto, together with all improvements and structures erected or to be erected thereon, including all appurtenances thereto belonging and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

1.14 Share - The interest of each Unit Owner in the aggregate interest of the individual ownership of the common elements, the percentage interest attributed to each being set forth in Exhibit "B" attached.

1.15 Unit - Each portion of a Building consisting of one (1) or more floors or a part or parts thereof, including all windows and exterior doors, designed and intended as an independent living unit, and as more particularly described in Article 2 hereof.

1.16 Unit Owner - The person or persons, individually or collectively, having fee simple ownership of a Unit.

## 2. UNITS.

2.1 The entire project shall consist of 12 units subject to amendment as set out in Article 17.1 hereof. All units will be utilized only for residential purposes and will have its own exterior entrance and exit.

2.2 The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by such legal description, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

2.3 Each Unit shall consist of the space enclosed and bounded by the interior surfaces of (i) the floor of the bottom floor of such Unit, (ii) the ceiling of the top floor of such Unit and (iii) the perimeter walls of such Unit, all as shown on the Plat, but excluding (i) the undecorated and unfinished surfaces of such bottom floor, top floor ceiling and perimeter walls, (ii) the interior load bearing walls, floors and ceilings, and (iii) any pipes, wires, conduits or other utility lines running through any portion of the Unit which are utilized for or serve more than one Unit (the portions thus excluded being portions of the Common Elements).

2.4 If any chute, flue, 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 limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

2.5 Subject to the provisions of Section 2.4 of this Article 2, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

2.6 Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are limited Common Elements allocated exclusively to that Unit. There shall not be any other limited Common Elements.

2.7 Each Unit shall be used solely for residential purposes, subject to the exceptions set forth in Article 21 hereof.

### 3. OWNERSHIP OF THE COMMON ELEMENTS AND COVENANT AGAINST PARTITION.

3.1 Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit "B". The percentages of ownership interest in the Common Elements allocated to the respective Units, as set forth in Exhibit "B", have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed as provided in Article 17 hereof or by agreement of all Unit Owners, any such change to be in accordance with the provisions of the Act.

3.2 Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit "B". The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division of

the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. Notwithstanding the above, no Unit may be partitioned or subdivided without the prior approval of at least the holder of any first mortgage or deed of trust lien on such Unit.

#### 4. USE OF COMMON ELEMENTS.

4.1 Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners as may be required for the purposes of access or ingress and egress to and use and occupancy and enjoyment of the respective Unit owned by such Unit Owner; provided, that the following Common Elements shall be used exclusively by certain Unit Owners as follows:

(i) Each Patio adjacent to a Unit shall be for the exclusive use of the Unit Owner of the Unit to which such Patio is adjacent;

(ii) Each Deck adjacent to a Unit shall be for the exclusive use of the Unit Owner of the Unit to which such Deck is adjacent.

4.2 Such rights to use the Common Elements shall extend to each Unit Owner, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner, and such rights shall be subject to and governed by the provisions of the Act and of this Declaration and the By-Laws herein and the rules and regulations of the Association hereinafter referred to. Each Unit Owner shall be deemed to have an easement, in common with the other Unit Owners, in, upon, across, over, through and with respect to the Common Elements to the extent of such right to use the Common Elements. The Association shall have the authority to lease or rent or to grant licenses or concessions with respect to any parts of the Common Elements subject to the provisions of the Declaration and By-Laws.

#### 5. COMMON EXPENSES.

5.1 The Developer shall pay all common expenses until such time as the Association of Unit Owners shall make a common expense assessment in accordance with the procedures set out in the By-Laws, after which assessment each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, insurance, administration and operation of the Common Elements (which expenses are herein sometimes referred to as "Common Expenses"). Each Unit Owner's proportionate share of such Common Expenses shall be that fraction of the total Common Expenses which is equal to his percentage of ownership in the Common Elements.

5.2 Payment of the Common Expenses shall be in such amounts and at such times as determined in the manner provided in the By-Laws appended hereto as Exhibit "C". If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property as provided in the Act; provided, however, that such lien shall be subordinate to certain other liens as provided in the Act, including, but not limited to, the lien of any permanent first mortgage or deed of trust upon a Unit which is recorded prior to the date on which the lien for Common Expenses accrues if such first mortgage or

deed of trust contains a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. Any past due Common Expense assessment or installment thereof shall bear interest at the rate of eighteen percent (18%) per annum.

5.3 Developer shall have the same responsibility as a Unit Owner pursuant to this Article 5 during such time as Developer owns any Unit.

5.4 The Executive Board shall give written notice to each Eligible Mortgagee with respect to a Unit if the Unit Owner for such Unit shall fail to pay any Common Expenses when due and such failure shall continue for a period of 60 days.

5.5 Any common expense associated with the maintenance, repair, or replacement of a limited Common Element shall be assessed against the Units to which that limited Common Element is assigned, equally.

5.6 Any Common Expense, or portion thereof, benefiting fewer than all of the Units shall be assessed exclusively against the Units benefited.

5.7 The costs of insurance shall be assessed in proportion to risk and the costs of utilities shall be assessed in proportion to usage.

5.8 Assessments to pay a judgment against the Association shall be made only against the Units in the condominium at the time the judgment was entered, in proportion to their Common Expense liabilities.

5.9 Any Common Expense caused by the misconduct of any Unit Owner shall be assessed exclusively against that Unit.

5.10 If Common Expense liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

#### 6. ASSOCIATION OF UNIT OWNERS.

6.1 There has been formed prior to the recording hereof, a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Missouri, having the name Parkside Condominium Association or similar name, which corporation (hereinafter referred to as the "Association") shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration, and operation of the Property as provided in the Act and in this Declaration and in the By-Laws.

6.2 The board of directors of the Association shall be deemed to be the "Executive Board" for the Unit Owners referred to herein and in the Act. The By-Laws for the Association shall be the By-Laws attached hereto as Exhibit "C". The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Unit Owners in accordance with the provisions of the Declaration and By-Laws.

6.3 The membership of the Association at all times shall consist exclusively of all the Unit Owners or, following termination of the condominium, of all former Unit Owners entitled to distribution of proceeds under Section 448.2-118 of the

Act, or their heirs, successors, or assigns. Such membership shall automatically terminate when the member ceases to be a Unit Owner, and upon the transfer of his ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein. Each unit shall be allocated one vote.

6.4 The powers of the Unit Owners Association shall be those powers set out in Section 448.3-102 of the Act.

7. BOARD'S DETERMINATION BINDING.

7.1 In the event of any dispute or disagreement between any Unit Owners, or any question or interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Executive Board (being the Board of Directors of said Association) shall be final and binding on each and all of the Unit Owners subject to whatever recourse to the courts is otherwise available to the Unit Owners.

8. SEPARATE MORTGAGES.

8.1 Each Unit Owner shall have the right to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. Each Eligible Mortgagee shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such Mortgagee's mortgage or deed of trust. In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust against his Unit, the Association shall have the right to cure such default (in accordance with provisions of, and during the time period provided in, such mortgage or deed of trust) by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in Section 448.3-116 of the Act with respect to liens for failure to pay a share of the Common Expenses. In the event the Association does not elect to cure such default, then the lien holder may proceed to foreclose such lien and sell the property in accordance with the mortgage or deed of trust. Nothing herein contained shall be construed to require the holder of a mortgage or deed of trust to furnish notice of default under said mortgage or deed of trust to the Association. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.

8.2 Each holder of a first mortgage or deed of trust on a Unit who comes into possession of the Unit by virtue of foreclosure of such mortgage or deed of trust, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale will take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder or purchaser comes into possession of the Unit if such holder's mortgage or deed of trust, or the mortgage or deed of trust so foreclosed, was properly recorded prior to the date of the recording of the notice of delinquency with respect to such assessments and if such mortgage or deed of trust contains a statement of a mailing address in the State of Missouri where a notice may be mailed to the encumbrancer thereunder.



9. SEPARATE REAL ESTATE TAXES.

9.1 The real estate taxes of each Unit are to be separately paid by each Unit Owner as provided in the Act.

9.2 If, for any reason, the tax bills (and/or in lieu payment charges) are not separately issued by the taxing authorities, then each Unit Owner shall pay his share of the taxes (and in lieu payments) as determined by the Association in an equitable manner.

10. UTILITIES.

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

10.2 All public utilities serving Parkside Condominiums are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Common Elements for the purpose of providing utility services to Parkside Condominiums. The Executive Board may hereafter grant additional utility easements for the benefit of Parkside Condominiums over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Executive Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all Owners, such instruments as may be necessary to effectuate the foregoing.

11. INSURANCE.

11.1 Commencing not later than the time of the first conveyance of a Unit to a person other than the Developer, the Executive Board on behalf of the Association shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Executive Board may deem advisable for the full insurable replacement cost of the Common Elements and the Units; provided, however, that such insurance shall provide protection against loss or damage by fire and other perils normally covered by the standard extended coverage endorsement and against all other perils which are customarily covered with respect to projects similar in construction, location and use as the Property, including all perils normally covered by the standard "all risk" endorsement. If available at reasonable cost, the policies obtained by the Executive Board shall also have agreed-amount and inflation guard endorsements. Such insurance coverage shall be, after application of all deductibles not less than eighty percent of the actual cash value of the insured property at the time the insurance is purchased and at each renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies, and shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Executive Board, as the trustee for each of the Unit Owners, and also as trustee for each such Unit Owner's mortgagee(s), if any, in their respective percentages of ownership interest in the Common Elements as established in the Declaration. Any insurance proceeds so paid to the Association or the Executive Board which are disbursed for reconstruction of damaged premises shall be disbursed by a title insurance company or other escrow agent selected by the Association (or Executive Board) pursuant to an agreement between the Association (or Executive Board) and such agent providing appropriate mechanic's lien protection. Premiums for such insurance shall be Common Expenses. Application of the



insurance proceeds to reconstruction, and disposition of the Property where the insurance proceeds are insufficient for reconstruction, shall be as provided in the Act. The holder of any mortgage or deed of trust of any Unit shall be named as an additional payee under the said policy as provided in Section 448.3-113 of the Act. In the event of damage or destruction of any Unit or Units, the insurance proceeds shall be used in accordance with the provisions of Section 448.3-113 of the Act.

11.2 The Executive Board shall also obtain comprehensive public liability insurance including medical payments insurance in such limits as it shall deem desirable, and workmen's compensation insurance and other insurance as it may deem desirable, insuring each Unit Owner and the Association, Executive Board, manager and managing agent from liability in connection with the Common Elements, and the premiums for such insurance shall be Common Expenses. Notwithstanding anything set forth above, the liability coverage shall be for at least \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of lawsuits related to employment contracts of the Association.

11.3 Insurance policies carried pursuant to Sections 11.1 and 11.2 of this Article shall further provide that:

(a) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association; and,

(b) The insurer waives its rights to subrogation under the policy against any Unit Owner or members of his household; and,

(c) No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(d) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

11.4 Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.

11.5 In the event of substantial damage to or destruction of any Unit, the Unit Owner of such Unit shall give prompt written notice of any such damage or destruction to all Eligible Mortgagees with respect to such Unit, and in the event of substantial damage to or destruction of any part of the Common Elements, the Association shall give prompt written notice of any

such damage or destruction to all Eligible Mortgagees with respect to any Unit.

11.6 The Executive Board shall give each Eligible Mortgagee timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

11.7 All insurance obtained pursuant to Section 11.1 hereof and all liability insurance obtained pursuant to Section 11.2 hereof shall further provide that it may not be cancelled, not renewed, or substantially modified without at least 30 days' prior written notice to the Association and to each holder of a first mortgage or deed of trust on any Unit which is listed as a scheduled holder of a first mortgage or deed of trust in the insurance policy.

11.8 If the Property is at any time located within an area having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (the "NFIP"), the Executive Board shall obtain a master or blanket policy of flood insurance on the Property in an amount not less than the lesser of (i) the maximum coverage available under the NFIP for all buildings and other insurable property within the Property, and (ii) 100% of the current replacement cost of all such buildings and other insurable property.

11.9 Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, if permitted by law, the Executive Board may name as an insured under the property and liability insurance policies, on behalf of the Association, the Association's authorized representative (including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee) who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner, by acceptance of a deed from the Developer or any other Unit Owner to any Unit, hereby appoints the Association or such representative or trustee as attorney-in-fact for the purpose of purchasing or maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose. The Association or any such representative or any such insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Unit Owners and their mortgage holders, as their interests may appear.

11.10 All officers, directors and employees of the Association, and all other person handling or responsible for funds of or administered by the Association shall be covered by a blanket fidelity bond(s). The total amount of fidelity bond coverage shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the managing agent of the Association at any given time during the term of the bond(s); provided, however, that in no event shall the aggregate amount of such bond(s) be less than a sum equal to three months' aggregate assessments on all Units plus any reserve funds held by the Association. Such fidelity bond(s) shall also meet the following requirements:

- (a) It shall name the Association as an obligee.

(b) It shall contain waivers by the issuers of the bond of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions.

(c) The premium on the bond (except for premiums on fidelity bonds maintained by a management agent for its officers, employees and agents) shall be paid by the Association as a Common Expense.

(d) The bond shall provide that it may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least 30 days prior written notice to the Association and to each holder of a first mortgage or deed of trust which is listed as a scheduled holder of a first mortgage or deed of trust in the bond.

## 12. MAINTENANCE, REPAIRS AND REPLACEMENTS.

12.1 Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit, including, for example, the interior surfaces of the ceilings, floors, and perimeter walls and both sides of all interior walls within such Unit; provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Unit, shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacements of the vertical elements of the waste plumbing system shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacements of the lateral connections of the waste plumbing system of each Unit, including the connections between the vertical elements and the laterals themselves, shall be at the expense of each respective Unit Owner. Maintenance, repairs and replacements of the furnace, air-conditioner, hot water heater, bathroom and kitchen plumbing fixtures, refrigerators, ranges, clothes washers and dryers, and other appliances and lighting fixtures and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner.

12.2 Maintenance, repairs and replacements of the Common Elements (including any garage doors and automatic garage door openers) shall be furnished by the Association as part of the Common Expenses; provided, however, that each Unit Owner shall: (i) keep the Parking Spaces and Storage Areas assigned to his Unit clean and free of debris, (ii) keep any Deck adjacent to his Unit of which he has exclusive use clean and free of debris (the Association's only responsibility with respect to such Deck being to maintain, repair and replace, when necessary, the structural components of the Deck and the railings or other walls surrounding the Deck), and (iii) keep the Patio adjacent to his Unit clean and free of debris and keep any landscaping on the Patio in good order and condition in accordance with any rules or regulations adopted by the Association (the Association's only responsibility with respect to such Patio being to repair or replace, when necessary, any concrete slab included as the floor of such Patio and to maintain, repair and replace, when necessary, the fences surrounding such Patio). The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as Common Expenses.

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

12.4 To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or the Executive Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or other equipment, facilities or fixtures affecting or serving other Units or the Common Elements in conformity with Section 448.2-116 of the Act.

### 13. DECORATING.

13.1 Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings, which constitute the exterior boundaries of the respective Unit owned by such Unit Owner, and such Unit Owner shall maintain such interior surfaces in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Association, and each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense.

13.2 The interior and exterior surfaces of all windows forming part of an exterior wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.

13.3 Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished exclusively by the Association as part of the Common Expenses.

### 14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

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

15. ENCROACHMENTS.

15.1 If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements on the Property, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved to the extent of such encroachments so long as the same shall exist.

16. REMEDIES.

16.1 In the event of a default by a Unit Owner under the provisions of the Act, Declaration, By-Laws, Articles of Incorporation of the Association, or rules and regulations of Association, the Association and the Executive Board shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Articles of Incorporation or said rules and regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or for injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of 12% per annum, or the maximum permissible rate, if less, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property.

16.2 In the event of any such default by any Unit Owner, the Association and the Executive Board, and the manager or managing agent if so authorized by the Executive Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner.

16.3 Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Executive Board.

16.4 Nothing herein contained shall diminish any right in law any Unit Owner may have to enforce compliance with the provisions of the Act, Declaration, By-Laws, Articles of Incorporation of the Association, or the rules and regulations of the Association.

17. AMENDMENTS.

17.1 At any time prior to the date which is the fifth annual anniversary of the date of the recording of this Declaration, or from time to time prior to that date, this Declaration

may be amended by the Developer (without further consent of any Unit Owners, such consent having been obtained as provided in subsection (c) of this Section 17.1, and without consent of any holders of liens upon any Units) to add to the Property subject to this Declaration all or any portion of the property described in Exhibit "D" attached hereto, provided that:

(a) the property added by such an amendment shall include a Building.

(b) the interest in the Common Elements for each Unit Owner after each such addition shall be set forth in an amended schedule to be attached to such amendment as amended Exhibit "B" and shall be determined based upon the respective values of the Units; provided, however, that if as presently contemplated the additional Buildings added to Parkside Condominiums contain Units which are substantially identical to the present Units, the interest in the Common Elements for such substantially identical Units shall be equal.

(c) acceptance of a Deed from the Developer or any other Unit Owner to any Unit in Parkside Condominiums shall constitute the consent of such new Unit Owner to any amendment of this Declaration authorized under this Section 17.1.

(d) any Buildings or other improvements added to the Property shall be of comparable style, size and quality as the existing Buildings and other improvements prior to such addition and shall be substantially completed prior to such addition.

(e) Developer shall not exercise its rights under this Section 17.1 to cause Parkside Condominiums to be merged with any other previously separate condominium or any successor condominium without the prior written approval of each institutional holder of a duly recorded first mortgage or deed of trust on each Unit.

(f) so long as Developer has the right to amend the Declaration pursuant to this Section 17.1, Developer also shall have the right of access to and an easement over the Common Elements to effect the construction or rehabilitation of any improvements on any property to be added to Parkside Condominiums pursuant to this Section 17.1 and, for such period of time, neither the Association nor any of the Unit Owners shall take any actions to interfere with the rights of the Developer pursuant to this Section 17.1.

(g) The maximum number of Units that may be added to Parkside Condominiums by the Developer pursuant to this Section 17.1 shall be 264.

17.2 Except as provided in Section 17.1, the provisions of this Declaration or the By-Laws may be amended from time



to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by Unit Owners owning not less than 67% in the aggregate of the total ownership interests in the Common Elements; provided that until (i) sixty days after conveyance of seventy-five percent of the Units which may be created to Unit Owners other than the Developer, or (ii) two years after the Developer has ceased to offer Units for sale in the ordinary course of business, or (iii) two years after any development right to add new Units was last exercised, whichever date shall first occur, this Declaration may not be amended without the approval of the Developer. If the Act or this Declaration shall require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Declaration.

17.3 All amendments to this Declaration shall be recorded in the land records of the County of St. Louis, Missouri.

17.4 Notwithstanding anything set forth above, and except as otherwise provided in Section 17.1 hereof, the prior written approval of Eligible Mortgage Holders holding mortgages on Units which have an aggregate total ownership interest in the Common Elements of at least 51% of such interests which are subject to mortgages held by Eligible Mortgage Holders will be required for any material amendment to the Declaration, including, but not limited to, any amendment which would change the percentage interests of the Unit Owners.

#### 18. NOTICES.

18.1 Any notice, demand, request, consent, approval or other communication provided for in the Act, Declaration or By-Laws, or desired to be given by any part to any other party or parties, shall be in writing, and shall be addressed, as the case may be, to the Association c/o Parkside Condominiums Trustees, 1065 Executive Parkway, St. Louis, Missouri 63141, to the Developer c/o Missouri Equities Ltd., 5520 Telegraph Road, St. Louis, Missouri 63129, or any Unit Owner at the address of his Unit, or at such other address as is hereinafter provided.

18.2 Each of the Association and Developer may designate a different address or addresses for notices to it, by giving written notice of such change of address to the other of the two of them and to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association and the Developer.

18.3 Notices addressed as above shall be deemed delivered when mailed, postage prepaid, by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

#### 19. SEVERABILITY.

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

20. RIGHTS AND OBLIGATIONS.

20.1 The rights and obligations of the respective Unit Owners under this Declaration and the By-Laws shall be deemed to be covenants running with the land, so long as the Property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding upon each and all of the respective Unit Owners and their respective heirs, executors, administrators, legal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and others having or claiming an interest in the Property, subject to the provisions of the Act and this Declaration and the By-Laws.

20.2 Upon the recording or the acceptance by a Unit Owner at any time of any deed conveying a Unit or ownership interest in the Property, such Unit Owner shall be deemed to have accepted and agreed to be bound by and subject to each and all of the provisions of the Act and this Declaration and the By-Laws.

21. UTILIZATION OF UNITS.

21.1 Nothing herein contained shall prohibit the Developer from utilizing four (4) Units for display, advertising or rental purposes prior to the sale of such Units or as sales or management offices. In addition, the Developer may maintain signs on the Common Elements for advertising purposes subject to applicable state law and local ordinances.

22. EXHIBITS. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A - Plat One of Parkside Condominiums

Exhibit B - Percentage Ownership of Common Elements

Exhibit C - By-Laws of Parkside Condominium Association

Exhibit D - Description of Land which may be added to Parkside Condominiums by Developer

23. EMINENT DOMAIN.

23.1 If all or any part of the Property is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Executive Board and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Executive Board shall give notice of the existence of such proceeding to all Unit Owners and to each Eligible Mortgagee. The expense of participation in such proceeding by the Executive Board shall be a Common Expense. The Executive Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and any other persons as the Executive Board in its discretion deems necessary or advisable to aid or advise in its matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Executive Board acting as Trustee, and such damages or awards shall be applied or paid as provided in this Article 23 and as provided in Section 448.107 of the Act.

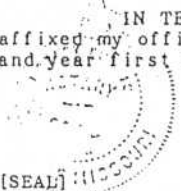
23.2 In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, the Executive Board shall have the sole authority to determine whether to defend any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. with respect to any



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

On this 3rd day of December, 1985, before me appeared Edward M. Givens, to me personally known, who, being by me duly sworn, did say that they are all of the members of the partnership of Missouri Equities Limited, a limited partnership composed of 2 limited partners, and acknowledged that they executed the foregoing instrument as their free act and deed of said partnership.

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



Dea. Belk  
Notary Public

[SEAL] My Commission Expires:

NOTARY PUBLIC - STATE OF MISSOURI  
ST. LOUIS COUNTY  
MY COMMISSION EXPIRES AUG. 27, 1986

CONSENT OF MORTGAGE

*THE BOATMEN'S NATIONAL BANK OF ST. LOUIS FORMERLY KNOWN AS*

The undersigned *Boatmen's National Bank of St. Louis*, being the holder of a Deed of Trust, recorded in Book 7735, Page 1172 in the Records of the County of St. Louis, on the parcel or tract of real estate forming the subject matter of the foregoing Declaration, hereby consents to the recording of said Declaration and the submission of said parcel or tract of real estate to the provisions of the Uniform Condominium Act of the State of Missouri, and agrees that its said mortgage shall be subject to the provisions of said Act and said Declaration and the Exhibits appended thereto.

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

*Boatmen's National Bank of St. Louis*  
THE BOATMEN'S NATIONAL BANK OF ST. LOUIS  
*FORMERLY KNOWN AS BOATMEN'S BANK OF ST. LOUIS COUNTY*

By *John S. Smith* President

[SEAL]  
STATE OF MISSOURI )  
COUNTY ) SS.  
CITY OF ST. LOUIS )

On this 2nd day of December, 1985, before me appeared John S. Smith, to be personally known, who, being by me duly sworn, did say that he is the President of Boatmen's National Bank, a Missouri corporation, and that the seal affixed to the foregoing instrument is the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said John S. Smith acknowledged said instrument to be the free act and deed of said corporation.

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

*Barbara T. Cook*  
Notary Public

BARBARA T. COOK, NOTARY PUBLIC  
State of Missouri, St. Louis County  
My Commission Expires April 16, 1986

[SEAL]  
My Commission Expires:  
April 16, 1986

Parkside Tract "A"  
Building One

Exhibit B  
To  
Declaration of Condominium Ownership  
For  
Parkside Condominiums

Unit	Address	% of Ownership	Type of Unit
1	2415	7.943%	A
2	2419	7.072%	B
3	2423	7.943%	A
4	2427	7.072%	B
5	2431	7.943%	A
6	2435	12.844%	C3
7	2437	7.072%	B
8	2443	7.943%	A
9	2447	7.072%	B
10	2451	7.943%	A
11	2455	11.211%	C
12	2459	7.943%	A
		100.001%	

Note: "A" units \_\_\_\_\_ 7.943%

"B" units \_\_\_\_\_ 7.072%

"C" units \_\_\_\_\_ 11.211%

"C3B" units \_\_\_\_\_ 12.844%

BOOK 7853 PAGE 2278

mitted to designate a representative to attend such meetings of the Unit Owners.

Section 4. Each unit entitled to one vote.  
(a) If only one of the multiple Owners of a Unit is present at a meeting of the As-

BOOK 7853 PAGE 2280



EXHIBIT C  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
PARKSIDE CONDOMINIUMS

BY-LAWS  
OF  
PARKSIDE CONDOMINIUM ASSOCIATION

ARTICLE I  
MEMBERS  
(UNIT OWNERS)

Section 1. The members of Parkside Condominium Association, a not-for-profit corporation organized under the provisions of the General Not for Profit Corporation Act of the State of Missouri, (which corporation is hereinafter referred to as the "Association") shall consist of the respective Unit Owners of the Property located at Parkside Condominiums, St. Louis County, Missouri 63129, in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners, as said terms are defined in the Declaration of Condominium Ownership for Parkside Condominium, which said Declaration is recorded in the Office of the Recorder of Deeds of the County of St. Louis, Missouri, and appended to which said Declaration as Exhibit "C" thereto is a copy of these By-Laws. (The words "member" or "members" as used in these By-Laws under the General Not for Profit Corporation Act of the State of Missouri, mean and shall refer to a "Unit Owner" or the "Unit Owners", as the case may be, referred to in the Declaration and the Condominium Property Act of the State of Missouri).

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

Section 3. Meetings of the Unit Owners shall be held at least annually at such place in the County of St. Louis, Missouri, as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held on the first Monday in February of each year, commencing in 1988 at 8:00 P.M. St. Louis time or at such other date or hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Executive Board, or by at least one-fifth of the Unit Owners. Upon request, each institutional holder of a first mortgage or deed of trust on a Unit shall be given written notice of all meetings of the Unit Owners (at the same time as such notice is required to be given to Unit Owners) and shall be permitted to designate a representative to attend such meetings of the Unit Owners.

Section 4. Each unit entitled to one vote.

(a) If only one of the multiple Owners of a Unit is present at a meeting of the As-

Owners other than a declarant, at least one member (not less than twenty-five percent of the members of the Executive Board) shall be elected by Unit Owners other than the Developer. Not later than sixty days after conveyance of fifty percent of the Units which may be created to Unit Owners other than the Developer, not less than thirty-three and one-third percent of the members of the Executive Board shall be elected by Unit Owners other than the Developer. Not later than the termination of any period of Developer control, the Unit Owners shall elect the entire Executive Board (at least three members). The Executive Board shall elect the officers. The Executive Board members and officers shall take office upon election.

Section 3. In order to provide for the orderly expansion of Parkside Condominium, and the sale of the Units, until (i) sixty days after conveyance of seventy-five percent of the Units which may be created to Unit Owners other than the Developer, or (ii) two years after the Developer has ceased to offer Units for sale in the ordinary course of business, or (iii) two years after any development right to add new Units was last exercised, whichever date shall first occur, the first Board of Directors named in the Articles of Incorporation of the Association (or any new Director(s) appointed by the Board during such period pursuant to Section 6 of this ARTICLE II) shall hold office and shall have the sole power to amend these By-Laws and the Articles of Incorporation of the Association. In furtherance of the foregoing, each of the Unit Owners, by acceptance of his Deed to his Unit (either from the Developer or a subsequent Unit Owner), hereby irrevocably appoints the Developer as his proxy, and hereby constitutes and appoints the Developer his true and lawful attorney, which power of attorney is coupled with an interest and shall be irrevocable, to vote all votes which he would be entitled to vote as a Unit Owner for the election of the Executive Board of the Association, the removal of any member of the Executive Board pursuant to Section 8 of this ARTICLE II, and the amendment of these By-Laws or the Articles of Incorporation of the Association, such proxy and power of attorney to continue until the first to occur of the three dates described in the foregoing sentence. The Developer, by written notice to the Association, may surrender the proxies and powers of attorney granted to it in this Section at any time prior to their expiration.

Section 4. The Executive Board shall be elected from among the Unit Owners, and each Board member shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a corporation, partnership or trust, a Board member may be any designee of such Unit Owner), and each Board member shall also reside on the Property, except for any Board member nominated or designated by the Developer. If a Board member shall cease to meet such qualifications during his term, he shall thereupon cease to be a Board member and his place on the Board shall be deemed vacant.

Section 5. Any vacancy occurring in the Board, including vacancies due to any increases in the number of persons on the Executive Board, shall be filled by the Board.

Section 6. An annual meeting of the Executive Board shall be held immediately following the annual meeting of Unit Owners and at the same place. Special meetings of the Executive Board shall be held upon call by the President or by a majority of the Executive Board on not less than forty-eight (48) hours notice in writing to each Board member, delivered personally or by mail or telegram. If permitted by law, any Board member may waive notice of a meeting, or consent to the holding of a meeting

sociation, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is a majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

(b) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. No Unit Owner may revoke a proxy given pursuant to this section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter time.

(c) No votes allocated to a Unit by the Association may be cast.

(d) The Developer may exercise the voting rights with respect to unsold Units while owned by the Developer.

Section 5. In all elections for members of the Executive Board, each Unit Owner shall be entitled to vote on a cumulative voting basis.

Section 6. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting. Unless a greater vote is required by the Act, Declaration or these By-Laws, the act of or approval by a majority of the Unit Owners present in person or by proxy at a meeting at which a quorum is present shall be the act of or approval by the Unit Owners.

## ARTICLE II EXECUTIVE BOARD

Section 1. The Executive Board of the Association (referred to as the "Board of Directors" in the General Not for Profit Corporation Act of the State of Missouri, and sometimes referred to herein as the "Board") shall consist of three (3) persons elected by the Unit Owners and may act in all instances on behalf of the Association consistent with Section 448.3-103 of the Act. The number of persons on the Board may be increased or decreased from time to time by amendment of the By-Laws, provided that such number shall not be less than three. Each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified.

Section 2. Not later than sixty days after conveyance of twenty-five percent of the Units which may be created to Unit

(i) to comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners; and

(j) to exercise all other powers and duties of the Executive Board or Unit Owners as a group referred to in the Uniform Condominium Act of the State of Missouri, and all powers and duties of a Board of Directors referred to in the General Corporation Not for Profit Act of the State of Missouri, and all powers and duties of the Executive Board referred to in the Declaration or these By-Laws.

Section 10. Except as otherwise provided by law, a majority of the full Executive Board shall constitute a quorum for the transaction of business, and unless a greater vote is required by the Act, Declaration or these By-Laws, the act of a majority of the Executive Board present at a meeting at which a quorum is present shall be the act of the Executive Board.

### ARTICLE III OFFICERS

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

(a) A President, who shall be a member of the Executive Board and who shall preside over the meetings of the Executive Board and of the Unit Owners and who shall be the chief executive officer of the Association.

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

(c) A Secretary, who shall keep the minutes of all meetings of the Executive Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent, if any.

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

(e) Such additional officers as the Board shall see fit to elect.

(f) Any two or more offices may be held by the same person except the offices of President and Secretary.

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

Section 3. Each officer shall hold office at the pleasure of the Executive Board.

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

without notice, or consent to any action of the Board without a meeting.

Section 7. Any Board member may be removed from office by the vote of at least two-thirds majority vote of all persons present and entitled to vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present.

Section 8. Board members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 9. The Executive Board shall have the following powers and duties:

(a) to elect the officers of the Association as herein-after provided;

(b) to administer the affairs of the Association and of the Property;

(c) to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and such authority as the Board may approve; provided, however, that without the prior written approval of both (i) Unit Owners owning at least 67% in the aggregate of the total ownership interests in the Common Elements, and (ii) Eligible Mortgage Holders holding mortgages on Units which have an aggregate total ownership interest in the Common Elements of at least 51% of such interests subject to mortgages held by Eligible Mortgage Holders, the Executive Board shall not terminate professional management and assume self-management of Parkside Condominiums; and provided further that any management agreement for Parkside Condominiums will be terminable by the Executive Board without cause upon not more than 90 days written notice and the term of any such agreement shall not exceed one (1) year;

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

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

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

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel may be the employees of the managing agent);

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

practicable, the Executive Board shall cause to be furnished to each Unit Owner and to each Eligible Mortgagee a financial statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable. Upon request by Eligible Mortgage Holders holding mortgages or deeds of trust on at least 51%, in number, of the Units, the Executive Board shall cause to be prepared and delivered to such Holders, at their request, and at their expense, an audited financial statement for the immediately preceding fiscal year of the Association, such statement to be furnished within a reasonable time following such request.

Section 4. The Executive Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of his account from time to time. Upon 10 days notice to the Executive Board, and the payment of a reasonable fee any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 5. In the event that during the course of any year, it shall appear to the Executive Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Executive Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. The same procedures and requirements as relate to notice, hearing and ratification of a proposed annual budget, Section 2 of this Article IV shall likewise apply to any supplemental budget. A supplemental assessment shall be made to the Unit Owners for their proportionate share of such supplemental budget as ratified.

Section 6. The Executive Board shall not approve any capital expenditures in excess of Thirty Thousand Dollars (\$30,000.00), nor enter into any contracts for more than three years, without the approval of a majority of the Unit Owners (voting as provided in the Declaration).

Section 7. At the time each Unit is first purchased from the Developer, the purchasing Unit Owner shall pay to the manager or managing agent, or as otherwise directed by the Executive Board, an amount equal to two times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for Common Expenses. The amounts so paid by Unit Owners for operating reserves shall be held in a segregated account and used and applied from time to time for the payment of Common Expenses as and when needed. All such amounts from time to time on hand and unexpended shall be deemed to be part of the Common Elements and owned by the Unit Owners in accordance with their respective percentages of ownership of the Common Elements. Within 180 days after the recording of this Declaration (or, with respect to Units added to Parkside Condominium by an amendment to the Declaration pursuant to Section 17.1 thereof, within 180 days after the recording of such amendment), Developer shall pay to the Association an amount equal to two times the first full monthly assessment for each Unit still owned by the Developer, and at the time of the sale of each of those Units by the Developer, the purchaser shall reimburse Developer for the amount so paid to the Association by the Developer with respect to such Unit.

Section 8. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, computed in



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

#### ARTICLE IV ASSESSMENTS

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take in account the estimated Common Expenses and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common utilities, management fees, lease payments and other Common Expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity, gas and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year, if any, from the operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements in reasonable amounts as determined by the Executive Board. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. The estimated annual budget for each fiscal year shall be approved by the Executive Board not later than 90 days after the beginning of such year. Within thirty days after adoption of any proposal budget, the Executive Board shall provide a summary of the budget to all the Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall be not less than fourteen nor more than thirty days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be computed in accordance with Article 5 of the Declaration. The Executive Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Executive Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment on or before the first day of each month to the manager or managing agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment for Common Expenses by abandoning or not using his Unit or the Common Elements.

Section 3. Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be

the manner set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property. The Association and the Executive Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Uniform Condominium Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 9. The Executive Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred and such records and the vouchers authorizing the payment of such Common Expenses (and current copies of the Declaration, these By-Laws, and any rules and regulations of the Association) shall be available for examination by the Unit Owners (and each Eligible Mortgagee) at convenient hours of weekdays. Such payment vouchers may be approved in such manner as the Executive Board may determine.

#### ARTICLE V USE AND OCCUPANCY RESTRICTIONS

Section 1. No Unit shall be used for other than residential purposes. Each Unit shall be used as a residence for either (i) a single family (in which case the Unit shall not be occupied by any person not a part of said family), or (ii) no more than two persons. No business activities shall be carried on in any Unit. No Unit Owners shall be permitted to lease his Unit for transient or hotel purposes. No Unit Owner may lease less than his entire Unit. Any Lease Agreement covering a Unit shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of the Declaration and these By-Laws and that any failure by the lessee to comply with the terms of such document shall be a default under the Lease.

Section 2. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household workpersons and other authorized visitors, and for such other purposes which are incident to the residential use of the respective Units; provided, however, the Patios and Decks and any other special areas shall be used for the purposes approved by the Executive Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Executive Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or any portion thereof.

Section 3. No animals shall be raised, bred or kept in any Unit, except for dogs, cats or other household pets of a Unit Owner, provided that they are not kept for any commercial purposes. Any animal, which by reason of habitual noise, defecation or soiling of the Common Elements has become a source of annoyance to other Unit Owners, shall be removed from the Unit upon thirty (30) days notice to said Unit Owner by the Board. Animals shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time

adopted or approved by the Board, and provided that they shall not in the judgment of the Executive Board constitute a nuisance to others.

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

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

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

Section 7. Until all of the Units have been sold by the Developer and occupied by the purchasers, the Developer may use and show one or more of such unsold or unoccupied Units as a model unit or units and sales office, and may maintain customary signs in connection therewith.

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

Section 9. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the Common Elements except as permitted by any rules and regulations adopted by the Executive Board.

Section 10. No Unit Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Executive Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air-conditioning system or plumbing system, without the prior written consent of the Association or Board or manager or managing agent.

Section 11. The violation of a restriction, condition or regulation adopted by the Executive Board, or the breach of any covenant or provision herein, shall give the Board the power:

(a) To enter upon the land or Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner,

any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and in so doing, neither Developer nor the Executive Board or its agents, shall be deemed guilty in any manner of trespass.

(b) To enjoin the breach or seek damages therefor by appropriate legal proceedings.

#### ARTICLE VI AMENDMENTS

These By-Laws may be amended or modified from time to time only as provided in the Declaration. Such amendments shall be recorded in the Office of the Recorder of Deeds of the County of St. Louis, Missouri. In addition, the prior written approval of Eligible Mortgage Holders holding mortgages on Units which have an aggregate total ownership interest in the Common Elements of at least 51% of such interests which are subject to mortgages held by Eligible Mortgage Holders shall be required for any material amendment to these By-Laws.

EXHIBIT D  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
FOR  
PARKSIDE CONDOMINIUMS

Description of Land which may be  
Added to Parkside Condominiums by Developer

Any portion of the land included in the following described tract of land in St. Louis County, Missouri:

Parkside Tract "A", as per plat thereof recorded in Plat Book 241 Page 65  
of the St. Louis County Records and lots 7 and 8 of Ameling Subdivision, as  
part of plat thereof recorded in Plat Book 14 Page 66 of the St. Louis County  
Records.

107 7853 2280

The undersigned, a registered and licensed engineer in the state of Missouri, hereby certifies that as of the date of this Certificate, all of the structural components and mechanical systems in all of the units in the building in St. Louis County, Missouri, which is to constitute Building #1 PARKSIDE Tract "A" Condominium, are substantially completed in accordance with the plans for said building.

Dated: OCT 31, 1985

Hulon D. McDaniel  
McDaniel Engineering and  
Surveying Company

By: Hulon D. McDaniel

Title: President

(STATE SEAL)

NOTARY PUBLIC  
STATE OF MISSOURI )  
COUNTY OF ST. LOUIS ) S.S.

I, Steven McDaniel, a Notary Public, in and for the County and State aforesaid, do hereby certify that on the 31 day of OCT, 1985, personally appeared before me Hulon D. McDaniel, to me personally known to be the same person who executed the foregoing certificate and acknowledged that he executed it for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the year and day above written.

Steve McDaniel  
Steve McDaniel - Notary Public  
STEVE McDANIEL  
NOTARY PUBLIC, STATE OF MISSOURI  
MY COMMISSION EXPIRES 12/14/86  
ST. LOUIS COUNTY

END OF DOCUMENT

BOOK 7853 PAGE 2291



DEC 01 1995

AMENDMENT TO BY-LAWS OF  
PARKSIDE CONDOMINIUM ASSOCIATION

WHEREAS, Parkside Condominium Association adopted certain By-Laws as recorded on December 31, 1985 at Book 7853, Page 2280 of the official records of the office of the Recorder of Deeds of St. Louis County; and

WHEREAS, Article VI of the By-Laws authorizes amendment of the By-Laws by approval of not less than sixty-seven percent (67%) of the votes in the Association; and

WHEREAS, the members of Parkside Condominium Association, in accordance with Article VI of the By-Laws, desire to amend the By-Laws as hereinafter set forth.

NOW, THEREFORE, the members of Parkside Condominium Association, pursuant to the authority and procedure to amend as set forth in the By-Laws, do hereby amend the By-Laws of Parkside Condominium Association, as follows:

715

1. Article II, Section 1 of the By-Laws is hereby amended by interlineation in line five (5) by deleting the words "three (3)" and inserting in lieu thereof the words "five (5)"; and said Section 1 is further amended by deleting the last sentence in its entirety and adopting the following new sentence in lieu thereof: "Following the effective date of this amendment, five (5) persons shall be elected to the Board, three of whom shall serve terms of one year each and two of whom shall serve terms of two years each; thereafter, each person on the Board shall serve a term of two years."

2. Article 1, Section 6 of the By-Laws is hereby amended by interlineation in line three (3) by deleting the words "a majority" and inserting in lieu thereof the words "twenty-five percent (25%)".

3. That the President and Secretary of the Executive Board are authorized to execute, certify and record the foregoing amendment upon approval of the requisite number of unit owners.

4. This amendment shall be effective upon its recording in the official records of the Office of Recorder of Deeds of St. Louis County, Missouri.

IN WITNESS WHEREOF, the Executive Board, by its duly authorized officers, has executed this Amendment this 8<sup>th</sup> day of July, 1992.

PARKSIDE CONDOMINIUM ASSOCIATION

BY: Joi S. Henty  
Joi Henty, President

(No Seal)

ATTEST: Patty Murphy  
Secretary

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

On this 8<sup>th</sup> day of July, 1992, before me appeared Joi Henty, to me personally known, who, being by me duly sworn, did say that she is the President of the Executive Board of Parkside Condominium Association, and that said instrument was signed in behalf of said Executive Board of Parkside Condominium Association, and that said Joi Henty acknowledged said instrument to be her free act and deed.

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

Allan J. Seals  
Notary Public ALLAN J. SEALS

My Commission Expires:

1-23-93



## RESOLUTIONS

This log deals with policy resolutions made by the Board of Directors.

### INDEX

#### Number

1.	DELINQUENT ASSESSMENTS	Page	1
2.	CHIMNEY MAINTENANCE & SERVICE	Page	3
3.	INSURANCE DEDUCTIBLE	Page	4
4.	PARKING	Page	5
5.	FINES	Page	6
6.	SIGNS	Page	7
7.	PETS	Page	8
8.		Page	
9.		Page	
10.		Page	
11.		Page	
12.		Page	

RESOLUTION NUMBER #1

EXECUTIVE BOARD PARKSIDE CONDOMINIUM ASSOCIATION

ADMINISTRATIVE RESOLUTION CONCERNING DELINQUENT ASSESSMENTS

WHEREAS, Article 6 of the Declaration of Condominium of Parkside Condominium grants the Executive Board the power and authority to act on behalf of the Association and empowers the Association with those powers set out in Section 448.3-102 of the Uniform Condominium Act; and

WHEREAS, Article 5 of the Declaration establishes remedies for default and payment of assessments, including the power to charge interest at the rate of eighteen percent (18%) per annum on any past due assessment or installment thereof; and

WHEREAS, Article II, Section 9 of the Association By-Laws authorizes the Board to formulate policies and to adopt administrative rules and regulations, including the charging of a fee for late payment of assessments; and

WHEREAS, there is a need to establish orderly procedures for the collection of assessments which remain unpaid past their due date since delinquent assessments pose a serious financial and administrative burden on the Association; and

WHEREAS, it is the intent of the Board to establish steps for the collection of delinquent assessments.

NOW THEREFORE, BE IT RESOLVED THAT the procedures for collection of delinquent assessments be as follows:

1. Parkside Condominium has an annual budget with annual assessments, which are payable in monthly installments, due and payable on the first day of each month and delinquent on the tenth day of the month.
2. Delinquent accounts not paid by the tenth day of the month will be assessed a TEN DOLLAR (\$10.00) late charge.
3. Delinquent accounts will be charged interest from the date due at the rate of eighteen percent (18%) per annum.
4. The entire unpaid balance of the annual assessment may be accelerated pursuant to Section 448.3-116 of the Uniform Condominium Act.
5. In addition to the foregoing, the Board may adopt such schedule of notices to delinquent unit owners as the Board deems reasonable and necessary, and may record a lien for unpaid assessments, late fees, interest, recording costs, attorney's fees and such other expenses as may be applicable, pursuant to Section 448.3-116 of the Act.

ADOPTED this 6<sup>TH</sup> day of June, 1990.

EXECUTIVE BOARD  
PARKSIDE CONDOMINIUM ASSOCIATION

BY: Paul J. Kuhl  
President

Attest:

\_\_\_\_\_  
Secretary

RESOLUTION NUMBER

#2

Date

6/6/90

Relating to : CHIMNEY MAINTENANCE & SERVICE

WHEREAS, the Board of Directors of Parkside Condominium Assoc., are concerned about the possibility of chimney fires,

WHEREAS, the Board acknowledges that maintenance on chimneys including fireplaces and flues are the unit owners responsibility. However, a program insuring that unit owners clean their chimneys on a regular basis to prevent fires be established.

THEREFORE, the Board will require every unit owner to have a professional chimney sweep company clean their chimney at least once every three years.

Each unit owner must provide a copy of a receipt that the work was completed to be kept on file at the management office.

Any owner not complying will be in default and the Board will authorize a professional chimney sweep company to clean the chimney at the unit owner's expenses. If the unit owner refuses to pay, a lien will be filed on said unit for the cost of cleaning and all legal expenses.

Rule of thumb: A chimney should be cleaned after using two cords of wood. For some this might be one year, others two or three years.

Note: If you do not use your fireplace, you must have it inspected by a professional chimney sweep company to verify non use.

Documentation must be supplied to the management company.

Paul A. H. Kroll  
President  
Jeff L. Schweigman  
Secretary

RESOLUTION NUMBER #3

Date 6/6/90

Relating to INSURANCE DEDUCTIBLE

WHEREAS, The Board has the responsibility to insure the association according to the Declaration,

WHEREAS, The Board wishes to establish a policy on who pays the deductible.

THEREFORE, when a loss occurs, if the loss is by neglect of a unit owner or owners, then the deductible will be assessed on an equitable basis.

Or if there is no neglect, but loss occurred to a limited common area, (decks, patios, doors, windows, etc.) the deductible will be assessed against the units involved.

The Association will pay the deductible when the loss involves more than ten units or at the discretion of the Board.

Every unit owner should request their insurance company to cover any deductible that they may incur.

Richard W. Klob  
President  
Jeff L. Schweigman  
Secretary



Amended Resolution #4

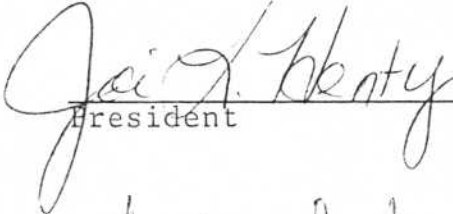
Date 10-3-91

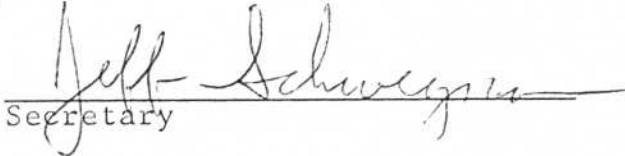
Relating to: Parking

Where as, the Board, by authority of the Declarations here by resolves that:

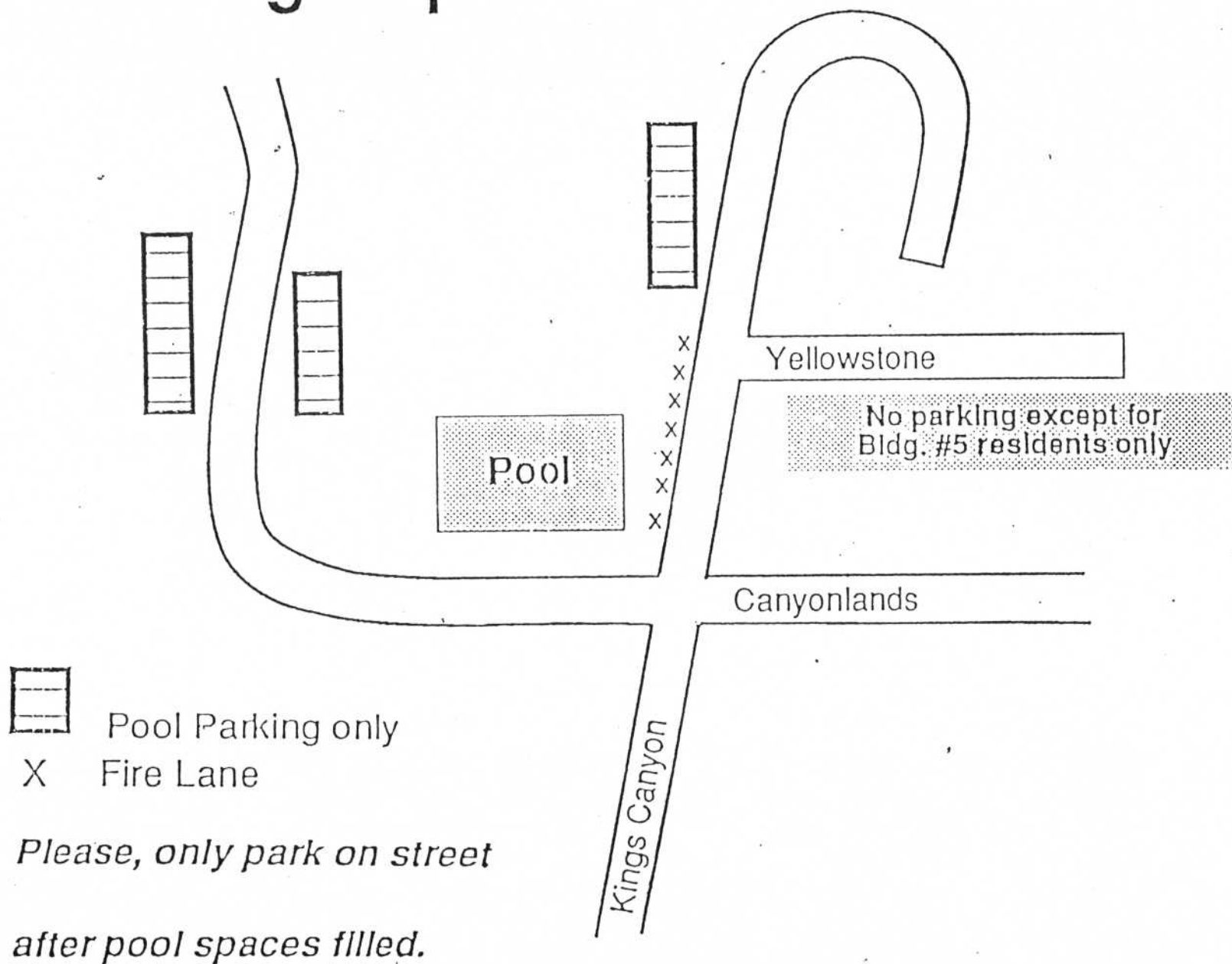
No Trucks (commercial), Boats, Campers, House Trailers Boat Trailers and Trailers of any other description shall be permitted to be parked or stored on any street or on any parking lot. Boats may be parked in a unit owners carport only.

Pool Parking only on Parking lots next to Pool area. (Kings Canyon west of Pool and on Canyonlands between buildings #3 and #7). See attached map. Parking of owners cars are allowed when the Pool is closed, October thru May.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

# Pool Parking Map



RESOLUTION NUMBER # 4/

Date 6/6/90

Relating to: Parking

Where as, the Board, by authority of the Declarations  
here by resolves that:

No Trucks (commercial), Boats, Campers, House Trailors,  
Boat Trailers and Trailers of any other description shall  
be permitted to be parked or stored on any street or on any  
parking lot. Boats may be parked in a unit owners carport only.

Richard H. Klab  
President.

Jeff Z. Schweigman  
Secretary

Page 5

RESOLUTION NUMBER #5

Date 6/6/90

Relating to FINES

WHEREAS, The Board, having the responsibility to enforce all Declarations, By-Laws, Rules & Regulations,

WHEREAS, the Board will take all necessary actions by communicating with any violators to have them rectify any violations,

HOWEVER, the Board acknowledges that some violators will not rectify nor cooperate with the Board,

THEREFORE, the Board will establish a fine of \$5.00 per day, per violation until violation is rectified.

Every violator will be given notice and time to rectify prior to any fine assessment.

If the fine is assessed and not paid, the Board will file a lien on such unit along with all legal cost.

Ronald H. Kol  
President  
Jeff L. Schlegel  
Secretary

RESOLUTION NUMBER 6

Date: 7/11/90

Relating to: SIGNS

WHEREAS, the Board of Directors of Parkside Condominium Association are concerned about the misuse of signage.

WHEREAS, the Declarations do not allow exterior signage.

WHEREAS, the Board wishes to limit the interior sign (inside windows) to one sign only per unit.

Rudolph H. Kuhn  
President

Jeff Schweigman  
Secretary

RESOLUTION NUMBER 7  
Revised July 8, 1992

Date September 4, 1991  
Relating to: Pets

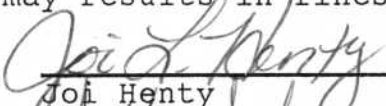
WHEREAS, for the health, safety, welfare, comfort and convenience of all residents the Board wishes to establish a policy regarding pets, that it may equitably and consistently enforce the governing documents.

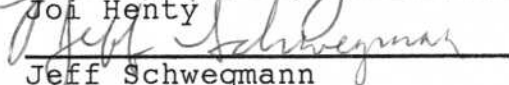
Therefore, the following rules and regulations will be effective immediately; in accordance with the Declarations. Article five section three; and with the Maryland Heights Municipal code Chapter five.

1. Pets will be restricted to no more than one (1) dog and or two (2) cats.
2. Pets are to be no larger than 30 lbs. and no taller than 18 inches from shoulder to ground. Exception to the weight and height restrictions requires approval of the Board.
3. No pet is to be tethered, housed or otherwise domiciled outside the unit.
4. All pets shall be kept under restraint. (ie. secured by a leash/lead or voice obedient. Owners must be in attendance of the pet at all times.)
5. All animal wastes are to be removed immediately.
6. There is a restricted zone of 60 feet from all buildings. All pets must be walked outside this restricted zone.
7. No pet will be allowed that makes excessive noises, as repeated howling, barking, whining, or other annoyance to neighbors.

A pet owner must register ALL pets with the Management Office on the approved registration form attached. Failure to do so will be reason for removal of such pet.

Failure to adhere to these rules may results in fines and removal of the offending pet.

  
Joel Henty

  
Jeff Schwegmann

6/6/12

**PARKSIDE CONDOMINIUMS**  
**RULES PERTAINING TO PETS**

1. Pets will be restricted to no more than two (2) dogs and/or two (2) cats.
2. Pets are to be no larger than 30 lbs. And no taller than 18 inches from shoulder to ground. Exceptions to the weight and height restrictions require approval of the Board.
3. No pet is to be tethered, housed or otherwise domiciled outside the unit.
4. All pets shall be kept under restraint. (ie, secured by a leash/lead or voice obedient. Owners must be in attendance of the pet at all times.)
5. All animal wastes are to be removed immediately.
6. There is a restricted zone of 60 feet from all buildings. All pets must be walked outside this restricted zone.
7. No pet will be allowed that makes excessive noises as repeated howling, barking, whining, or other annoyance to neighbors.

A pet owner must register ALL pets with the Management Office on the approved registration form attached. Failure to do so will be reason for removal of such pet.

Failure to adhere to these rules may result in fines and removal of the offending pet.



PET REGISTRATION FORM

I/We request permission from the Board of Directors of  
Parkside Condominiums to harbor a pet in Unit\_\_\_\_\_.  
address

I/We have read the Rules and Regulations of the Association  
and I/We and members of our household promise to comply with  
the rules as they pertain to harboring a pet.

Signed\_\_\_\_\_

Signed\_\_\_\_\_

Dated\_\_\_\_\_

Kind of pet _____	Kind of pet _____
Breed _____	Breed _____
Sex _____	Sex _____
Name of Pet _____	Name of Pet _____
Weight _____	Weight _____
Color _____	Color _____
Height _____	Height _____

This form must be filed at the Management office in (10) ten  
days of receipt.

Resolution # 8

RE: Architectural Covenants

It has come to the Board's attention that the unit at 12990-D Kings Canyon has an enclosed patio which is an apparent violation of the Condominiums documents. Section 14.1 of the Declaration requires prior approval by the Board of any exterior modifications. We have no record that approval was requested or granted for this modification

Preserving an attractive and uniform exterior appearance is one of the most important ways to protect property values at Parkside. Therefore, Section 14.1 will be strictly enforced in the future. Our remedy for any modification of the Common Elements where the Owner failed to apply for and obtain prior Board approval is an injunctive action in Court to require the complete removal of the offending structure, plus attorney's fees.

We trust all Owners understand the importance of the architectural control restrictions in the Declaration, and that we will have your full cooperation in these matters.

Adopted by the Executive Board of Parkside Condominium Association this 3<sup>rd</sup> day of MARCH, 1993.

By: Jeff Schwegman  
Jeff Schwegman, President

Attest:

\_\_\_\_\_  
Secretary