

# THE MANOR CONDOMINIUMS AT OXFORD HILL, INC.

## Declaration and Bylaws

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Recurring Issues->

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(Recurring Issues).....	2
REVISED DECLARATION.....	3
I. DEFINITIONS.....	4
II. SUBMISSION OF THE PROPERTY TO THE ACT.....	7
III. COMMON ELEMENTS.....	8
IV. EASEMENTS.....	9
V. UNIT OWNERS' RIGHTS AND RESTRICTIONS.....	11
VI. ASSESSMENTS.....	13
VII. MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS.....	17
VIII. INSURANCE.....	19
IX. DAMAGE, DESTRUCTION, REPAIR AND TERMINATION.....	22
X. CONDEMNATION.....	23
XI. AMENDMENTS.....	24
XII. RECREATION FACILITIES.....	24
XIII. GENERAL PROVISIONS.....	24
Exhibit A - Property Description.....	28
Exhibit B - Plat.....	29
Exhibit C - Percentage of Ownership Interest.....	30
Exhibit D - Bylaws.....	34
I. MEMBERS (UNIT OWNERS).....	34
II. BOARD OF DIRECTORS.....	35
III. OFFICERS.....	38
IV. ASSESSMENTS.....	39
V. USE AND OCCUPANCY RESTRICTIONS.....	43
VI. GENERAL POWERS OF THE BOARD.....	45
VII. AMENDMENTS.....	45
First Amendment to the ByLaws.....	49

[Chapter 448 - Missouri Uniform Condominium Act.](#)

[Chapter 355 – Nonprofit Corporation Law.](#)

[Ethics Policy](#)

[Handbook](#)

## Conflicts to Amend for clarity

Board Vacancy  Conflicts with Quorum requirement	<p>Byl II. <u>Section 3</u>. The Unit owners may not alter the number of persons on the Board or the manner in which the Directors are chosen. Any vacancy occurring on the Board shall be filled by election <b>by the Unit Owners from the appropriate Building</b> at the next annual meeting <b>or at a special meeting of Unit Owners called for such purpose.</b></p> <p>BUT</p> <p>Amendment 6. The Bylaws are hereby amended by deleting Article I, Section 6 of the Bylaws and inserting in lieu thereof the following: A quorum <b>at meetings of the members of the Association</b> shall consist of members present, in person or by proxy, <b>representing at least thirty percent (30%) of the total votes in the Association.</b></p>
Decks Conflict	<p>Association responsible <a href="#">Decl VII.1</a> (p.16)</p> <p>Owner responsible: <a href="#">Decl VI.7</a> (p.15)</p>

## How Many Do You Need?

	To Amend Declaration	To Amend Bylaws	For Quorum	For Budget Ratification	Owners to Ask for a Meeting	Days to Announce a Meeting
	Missouri Uniform Condominium Act	Bylaws Article VII. Amendment	Bylaws Article I. Amendment	Missouri Uniform Condominium Act	Bylaws Article I.	Missouri Nonprofit Corporation Law
	<a href="#">448.2-117</a> . #1	<a href="#">#16</a> .	<a href="#">#6</a> .	<a href="#">448.3-103</a> . #3.	<a href="#">Section 3</a> .	<a href="#">355.251</a> #3.1&3
	111	111	111	111	111	
Percentage	0.67	0.50	0.30		0.25	
		56.5			27.75	
How Many Needed	74 Votes to amend	58 Votes to amend	33 Owners in person or by proxy	58 Owners to reject. Otherwise the budget is passed.	28 Owners needed to call for a special meeting	10 Days before meeting owners are to receive notice and agenda.

## Recurring Issues

1-Annual Meeting in April and 30 days notice	<a href="#">Byl I.3</a> , <a href="#">BylAmend#3</a>
2-Authority to enter units (to mitigate for example?)	<a href="#">Decl IV.3</a> (p8), <a href="#">Byl V.2</a> (p42)
3-Special Assessments	<a href="#">Byl IV.6</a> (p38)
4-Decks Conflict	Associationn responsible <a href="#">Decl VII.1</a> (p.16) Owner responsible: <a href="#">Decl VI.7</a> (p.15)
5-No Storage in Garages	Decl <a href="#">V.4</a> (p.11)
6-Leaks between Owners	Insurance. <a href="#">Decl IX.2</a> Leaks behind walls <a href="#">Decl III.1.b</a> Damage inside of units Decl VII.1 No Making claims Decl VII.2 Handbook p.16
7-Declaration Versus Bylaws	Declaration. Decl I.10 (p.4) Bylaws. Decl I.5 (p.3)
8-Board Vacancy	Byl II.3 (p.35)
9-Role of Board & CAM	Byl. II.7 (p.36)
10-Insurance encouraged	Decl. IX.2 (p. 21)
11-Who pays for garage spaces?	
Call special meeting	<a href="#">Bylaws. ARTICLE I, Section 3</a> . Special meetings of the Unit Owners maybe called ... by Unit owners having at least one-fourth of the votes entitled to be cast at such meeting. (28 owners)  448.3-108. Meetings. — A meeting of the association shall be held at least once each year. Special meetings of the association may be called by the president or by twenty percent, or any lower percentage specified in the bylaws, of either the executive board or the unit owners. Not less than ten nor more than sixty days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each unit or to any other mailing address designated in writing by the unit owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the declaration or bylaws, any budget changes, and any proposal to remove a director or officer.

No lease of unit	<u>Decl Article XIII, Section 10. No Lease of Unit.</u> No Unit may be leased for any reason.
Financial Records Available In the state law	<u>448.3-118. Association records.</u> — All financial and other records shall be made reasonably available for examination by any unit owner and his authorized agents.
What can you put on your patio?	<u>Byl. Article 5. Section 5.</u> 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 or Limited Common Elements. No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles on his balcony or porches or outside his Unit or at or an any other space which may be visible through his windows from the outside of the particular Building (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 Board or Manager.
Disclosure	<p>448.4-109. Resales of units. — 1. Except in the case of a sale where delivery of an original sale certificate is required, or unless exempt under subsection 2 of section 448.4-101, a unit owner shall furnish to a purchaser before execution of any contract for sale of a unit, or otherwise before conveyance, a resale certificate containing: <b>a copy of the declaration, other than the plats and plans; the bylaws; and the rules or regulations of the association.</b> Such resale certificate shall disclose:</p> <ul style="list-style-type: none"> <li>(1) The effect on the proposed disposition of any right of first refusal or other restraint on the free alienability of the unit;</li> <li>(2) The amount of the monthly common expense assessment and any unpaid common expense or special assessment currently due and payable from the selling unit owner;</li> <li>(3) Any other fees payable by unit owners;</li> <li>(4) <b>Any capital expenditures anticipated by the association for the current and two next succeeding fiscal years;</b></li> <li>(5) <b>The amount of any reserves for capital expenditures and of any portions of those reserves designated by the association for any specified projects;</b></li> <li>(6) The most recent regularly prepared balance sheet and income and expense statement, if any, of the association;</li> <li>(7) The current operating budget of the association;</li> <li>(8) A statement of any unsatisfied judgments against the association and the status of any pending suits in which the association is a defendant;</li> <li>(9) A statement describing any insurance coverage provided for the benefit of unit owners;</li> <li>(10) <b>A statement as to whether the executive board has knowledge that any alterations or improvements to the unit or to the limited common elements assigned thereto violate any provision of the declaration;</b> and</li> <li>(11) A statement of the remaining term of any leasehold estate affecting the condominium and the provisions governing any extension or renewal thereof.</li> </ul>

# REVISED DECLARATION

THIS REVISED DECLARATION AND BYLAWS OF THE MANOR CONDOMINIUMS AT OXFORD HILL is hereby made and executed by The Manor Condominiums at Oxford Hill, Inc., a non-profit Missouri corporation (hereinafter referred to as the "Association"), by and through its Board of Directors, replacing the Declaration Of Condominium Ownership For The Manor Condominium At Oxford Hill, dated, September 8, 1983 and recorded on September 21, 1983 in the St. Louis County Recorder of Deeds' office in Book 7538, Page 1076, and the Oxford Hill Indenture of Restrictions dated August 15, 1983 and recorded on September 21, 1983 in the St. Louis County Recorder of Deeds' office in Book 7538, Page 1039, only as the same relate to The Manor Condominiums at Oxford Hill development located in St. Louis County, State of Missouri (referred to herein as either the "Development," the "Condominium" or the "Property"), as legally described in *Exhibit "A"*, attached hereto and incorporated herein by reference.

## WITNESSETH:

*WHEREAS*, The Manor Condominiums at Oxford Hill is a condominium development located in St. Louis County, State of Missouri, as more particularly described on the plat of the Development referenced in *Exhibit "B"*; and

*WHEREAS*, there is designated, established and recited on the recorded plat of the Property, the Condominium Units (as defined herein), Common Elements (as defined herein), Limited Common Elements (as defined herein) and certain easements which are for the exclusive and non-exclusive use and benefit of the Owner( s ) (as defined herein) of the Unite s) shown on said Condominium (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating utilities, retaining walls, private streets, private streetlights and sidewalks, parking spaces, an entrance monument, if any, laundry facilities, a pool and gazebo, and other facilities and public utilities for the use and benefit of the Owner or Owners of the Units shown on the plat of the Condominium; and

*WHEREAS*, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and severally for the benefit of all persons who may purchase, hold, lease or own from time to time any of the Units covered by this instrument; and

*WHEREAS*, the Property, together with all buildings, improvements and appurtenances of whatsoever kind hereafter located thereon, including buildings divided into

condominiums, and all other facilities, is submitted to the provisions of the Uniform Condominium Act of the State of Missouri, as contained in Chapter 448 thereof, Missouri Revised Statutes, and as amended.

NOW, THEREFORE, the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof

## ARTICLE I DEFINITIONS

The following terms, as used herein or elsewhere in any Condominium documents relating to The Manor Condominiums at Oxford Hill unless otherwise provided, are defined as:

Section 1. "Act" means the Uniform Condominium Act, Chapter 448 of the laws of the State of Missouri, 1983, and as amended.

Section 2. "Allocated Interest" means the interest of each Unit Owner in the aggregate in interest of the undivided ownership of the Common Elements and Common Expense Liability, the percentage interest attributed to each being set forth in Exhibit "C", attached hereto and incorporated herein by this reference, determined on the basis of the ratio of the square footage of each Unit to the total square footage of all Units contained in the Condominium. The percentage so assigned may be changed as a result of increase or decrease in the number of Units.

Section 3. "Association" means The Manor Condominiums at Oxford Hill, Inc., which is an incorporated non-profit Missouri corporation or such other entity as subsequently authorized by the Unit Owners as provided in Section 448.3-101 of the Act.

Section 4. "Board of Directors" means the Board of Directors of the Association authorized to act on behalf of the Association.

Section 5. "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit "D", and incorporated herein by this reference.

Section 6. "Common Elements" means all portions of the Condominium other than the Units or Limited Common Elements, as defined in this Declaration, including but not limited to the operating utilities, retaining walls, if any, private streets, private streetlights and sidewalks, parking spaces, an entrance monument, if any, laundry facilities, the water feature, the pool and gazebo.

Section 7. "Common Expenses" means all expenditures made by or financial liabilities of the Association, together with any allocation to reserves.

Section 9. "Condominium" means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions.

Section 10. "Declaration" means this instrument by which the Property is submitted to the Act, as hereinafter provided, and as amended.

Section 11. "Limited Common Elements" means, without limitation, any and all improvements, including but not limited to reserved carport parking spaces, air conditioning units, shutters, doorsteps, stoops, roofs, porches, storage areas, if any, decks, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit which are not located on the inside of a Unit, together with any improvements located inside a Unit that are used by and for the benefit of more than one Unit but fewer than all Units. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, mail box, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, or completely outside a Unit, and the same benefits less than all of the Units, the same is a Limited Common Element allocated solely to those Units benefiting from the same, and any portion thereof serving all of the Units or any portion of the Common Elements is a part of the Common Elements.

Section 12. "Majority of the Unit Owners" means the Owners of more than fifty percent (50%) in the aggregate of interest of all the Allocated Interests.

Section 13. "Owner" means and shall refer to the record Owner, whether one or more persons or entities, offer simple title to any Unit, which is a part of the Condominium, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Parcel" means the Property and any additional property added by subsequent amendment to the Declaration, submitted to the provisions of the Act.

Section 15. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.



Section 16. "Plat" means each and every plat of survey of the Property and all Units in the Property submitted to the provisions of Chapter 448, Missouri Statutes, which may consist of a three-dimensional horizontal and vertical delineation of all such Units, and shall include any additional portions of the Property added by subsequent amendment.

Section 17. "Property" means all the land, property and space, all improvements and structures erected, constructed or contained therein or thereon, including the buildings located thereon and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the

Section 18. "Record" means to record in the office of the Recorder of Deeds of the County of St. Louis, Missouri, wherein the Property is located.

Section 19. "Unit" means a portion of the Condominium consisting of one Unit. Each Unit is designated and delineated on the Plat, and is designated by this Declaration for separate ownership. The boundaries of each Unit, both as to vertical and horizontal planes, are shown on the Plat, are the undecorated and decorated surfaces of the perimeter walls facing the interior of the Unit, the undecorated and decorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the subflooring, including, without limitation, all paneling, tiles, wall-paper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries.

Section 20. "Unit Owner" means the person or persons, individually or collectively, who have taken fee simple ownership of a Unit. A person is defined as a natural person, partnership, corporation, or other legal entity capable of holding title to real property.

Section 21. "Votes" means that each Unit shall have one (1) vote to be exercised as provided in the Declaration and Bylaws.

## ARTICLE II

### SUBMISSION OF THE PROPERTY TO THE ACT

Section 1. Submission. The Property, and this Declaration of The Manor Condominiums at Oxford Hill is submitted to the Act.

Section 2. Name. The Property is known as THE MANOR CONDOMINIUMS AT OXFORD HILL

Section 3. Division of Property Into Separately Owned Units The Property is divided into separate Units with separate ownership.

Section 4. Identification of Units. The Condominium is composed of a total of One Hundred and Eleven (111) Units. Every deed, lease existing as of the date of this Declaration, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and as set forth in this Declaration, and every such description shall be deemed good and sufficient for the purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Owner's corresponding Allocated Interest, even though the same is not expressly mentioned or described therein. The description of each Unit shall include all rights and privileges of said Unit. Each Unit Owner shall be entitled to the Allocated Interest appertaining to his/her Unit as computed and set forth in this Declaration pursuant to Section 448.2-107 of the Act.

Section 5. Separate Ownership of Components, Lines, etc. No Unit Owner shall own any pipes, wires, conduits, public utility lines, sanitary sewer lines or structural components running through his or her Unit and serving more than his or her Unit except to the extent of his/her Allocated Interest.

Section 6. Limited Common Elements.

(a) The Limited Common Elements, if any, serving or designed to serve each respective Unit are hereby allocated solely and exclusively to each Unit.

(b) In addition to the Limited Common Elements as defined in Section 448.2-102 of the Act, Limited Common Elements shall also include the items set forth in Article I, Section 11, of this Declaration.

Section 7. Covenants Against Partition. As provided in Section 448.2-107.5 of the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated, is void. Nothing contained herein shall prevent partition of a Condominium between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

Section 8. Condominium Ordinances. The Condominium is not subject to any Ordinances. This statement is made pursuant to Section 448.1-106 of the Act for the purpose of providing marketable title to the Units of the Condominium.

Section 9. Location. The Condominium is located in the County of St. Louis, Missouri.

Section 10. Unit Allocations. The Allocated Interest in the Common Elements and in the Common Expenses of the Association as set forth in Exhibit "C", which is attached hereto and incorporated herein by this reference.

### ARTICLE III COMMON ELEMENTS

Section 1. Included in the Common Elements are:

- (a) All portions of the Condominium, including but not limited to off-street parking, private roads, the retaining walls, if any, other than the Units and Limited Common Elements;
- (b) All electrical wiring throughout the Property, except that within Units; all pipes, wires, cables and conduits throughout the Property, except that within Units; all utility installations, sanitary sewer facilities and connections for gas, sanitary sewer, electricity, light and plumbing except those within Units; all water for the Property. Any such installation exclusively serving only one Unit, whether such installation is located wholly or partially within or outside said Unit, shall be considered as being "within" and being a part of said Unit which is exclusively served by such installation;
- (c) Any auxiliary buildings, if any, and any other structures and facilities which may at any time be situated on the Property.

The formula for determining the Allocated Interest of each Unit Owner in the Common Elements is determined on the basis of the ratio of the square footage of each Unit to the total square footage of all Units of the Condominium at any point in time.

### ARTICLE IV EASEMENTS

Section 1. Encroachment. Should any part of the Common Elements encroach upon

any part of a Unit, or should any part of a Unit encroach upon any part of the Common Elements or upon any other Unit, easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Unit Owner or the Common Elements, as the case may be, for as long as encroachment exists, PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owners.

Section 2. Easements to Unit Owners. Perpetual easements are hereby established for all Unit Owners, their families, tenants, guests, invitees and servants, for use and enjoyment of all Common Elements, and amenities located therein or thereon. All Unit Owners have the right of ingress and egress to his or her Unit, with such right being perpetual and appurtenant to the Unit ownership. In addition thereto, each Unit Owner is hereby granted an exclusive perpetual easement to use and occupy any portion of any balcony, porch, patio, exterior doorway, or terrace which adjoins his or her Unit and to which he or she has sole access, PROVIDED, HOWEVER, that no Unit Owner shall enlarge, modify, improve, decorate or landscape any such balcony, porch, patio or terrace without the prior written consent of the Board of Directors.

Section 3. Easements in Gross. Each Unit Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of other Units to use the pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in such Unit and serving other Units. The Board of Directors, its appointees, employees or agents, shall have the right of access to each Unit to inspect same and remove violations therefrom and to inspect, maintain, repair or replace the Common Elements contained wholly or partially therein. The Property shall be subject to a perpetual easement to the Association, its appointees, employees or agents, for ingress and egress to perform its obligations and duties required by this Declaration and Bylaws. Should it be necessary to enter a Unit to inspect and remove a violation or to inspect, maintain, repair or replace any Common Element, the appointees, employees or agents of the Board of Directors shall be entitled to entrance by exhibiting to the Unit Owner or occupant an order from the Board. Each Unit Owner and/occupant of a Unit shall not unreasonably interfere with such necessary entry. Forced entry, deemed necessary by the Board of Directors, shall not subject the Board of Directors, its appointees, employees or agents to trespass, but any damage to the Unit as a result of forced entry or as a result of any repair of a Common Element from within the Unit shall be repaired by the Board of Directors as part of the Common Expense. In the event any Unit Owner or occupant shall fail to provide access to the Unit as herein provided, the Board of

Directors shall (in addition to exercising other lawful remedies) obtain an order of court for such access, and the costs and reasonable attorney's fees shall be taxed against the Unit Owner or occupant.

Section 4. Utility Easements. Easements, as shown on the Plat, or as may be subsequently granted by the Board of Directors, are established and dedicated to the applicable sewer district, electric company, gas company, the local fire district, water company, phone and cable companies, and other local utility companies, and to their successors for sanitary and storm sewers, electricity, gas, water, fire, cable television and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the portions of the Common Elements. Owners assume any or all risks inherent with the existence of utility lines, including but not limited to electrical lines, over any Unit, Common Element or Limited Common Element. There exists a ten foot (10') wide utility easement for the benefit of the above-stated utility providers, running adjacent to and along both sides of all of the roads located within the Development, and adjacent to and all along the boundary of the Development.

Section 5. Road Easement. All of the roads located in the Condominium Development are private and the costs for the Association's share of maintenance expense, shall be deemed to be a Common Expense of the Association, and the Board of Directors is authorized to levy assessments against the Unit Owners to pay for said maintenance. Failure to pay for said maintenance by a Unit Owner shall subject the Unit Owner to the remedies afforded the Board of Directors of the Association under this Declaration and the By-Laws, and shall be considered a non-payment of said Owner's Common Expenses.

Section 6. Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding upon all Unit Owners, purchasers, mortgagees and other persons having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

## ARTICLE V

### UNIT OWNERS' RIGHTS AND RESTRICTIONS

The use of the Units and Common Elements are restricted as follows:

Section 1. Residential Use. Each Unit is hereby restricted to residential use.

Section 2. Ownership by Entity. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the occupants of such Unit, whether in substitution of or in addition to the persons initially designated, except with the prior written approval of the Board of Directors. All provisions of this instrument shall apply to such designated occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby.

Section 3. Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner and occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, Declaration of Covenants, Conditions and such rules and regulations as from time to time are promulgated by the Board of Directors and the Association, as amended from time to time, and failure to comply with any such provisions and rules and regulations shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person or class of persons adversely affected, for appropriate relief including recovery of damages, injunctive relief, or both.

Section 4. Obstructions. There shall be no obstructions on any portions of the Common, Elements or Limited Common Elements nor any storage in the Common Elements or Limited Common Elements without prior written consent of the Board of Directors. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or Limited Common Elements or on or about the exteriors of any building located on the Property.

Section 5. Maintenance of Condominiums. Each Unit Owner shall maintain and keep his or her Unit in good order and repair and shall do nothing which will increase the rate of insurance on the building in which his or her Unit is situated or which would be in violation of law.

Section 6. Signs, Windows, etc. No signs shall be hung or displayed or placed on any Common Element or Limited Common Elements or the inside or outside of windows, patio doors, on walls of any building or on any fences. No awning, canopy, shutter, or radio or television antenna, or satellite dish shall be affixed to or placed upon an exterior wall or roof without prior written consent of the Board of Directors.

Section 7. Animals. No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Property, except that either two (2) cats or one (1) dog or, in the alternative, two (2) caged birds may be kept as a

pet in a Unit, subject to the rules and regulations of the Board of Directors and applicable law of the jurisdiction wherein Oxford Hill is located. Fish maintained in a household aquarium shall not be deemed to be "animals" as defined herein. Any pet creating a nuisance or unreasonable disturbance or noise (in the sole judgment of the Board of Directors) shall be permanently removed from the Property upon written notice from the Board of Directors. Any pet owner shall be responsible for complying with all regulations relating to pets established by the Board of Directors.

Section 8. Nuisances. No noxious or offensive activity as determined by regulations issued by the Board of Directors shall be carried on, in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. In the event any Unit Owner does cause any such nuisance, and fail to remove the same within three (3) days of written notice from the Board of Directors, the Board of Directors may cause such nuisance to be removed, whether the nuisance is inside or outside of any Unit, and the cost incurred therein by the Board of Directors, shall be added to and become a part of the assessment to which such Unit Owner is subject.

Section 9. Business Use. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property that causes any excess traffic or disturbs the other residents in any way, nor, without written authorization from the Board of Directors, shall "for sale" or "for rent" signs be displayed by any Owner or by any person, firm or corporation who had been the holder of a deed of trust against any Condominium and who has acquired ownership thereof through foreclosure, or the agent of any of them.

Section 10. Hazardous Use and Waste. Nothing shall be done to or kept in any Unit or the Common Elements or Limited Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board of Directors. No Unit Owner or occupant shall permit anything to be done or to be kept in his or her Unit or the Common Elements or Limited Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste damage, abuse or destruction to or in his or her Unit or the Common Elements or Limited Common Elements.

Section 11. Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board of Directors or the Association, as more fully provided in the Bylaws.

Section 12. Vehicle Parking. No motorcycle, boat, trailer, recreational vehicles,

commercial vehicles, off road vehicle, or other motor vehicle, except an automobile or non-commercial pick-up truck which is used as a passenger vehicle, shall be stored or parked overnight in any parking area, street, driveway or in any other place or location within the Condominium, except an enclosed garage, without the written approval of the Board. Requests for permission for such exterior storage shall be submitted in writing to the Board and approved by them, and shall include details as to the method by which such equipment will be screened from view of other Unit Owners. In the event the Board fails to approve or disapprove said request within thirty (30) days of submission, approval will not be required and this restriction shall be deemed to have been fully complied with. The Board shall have the right to have any such vehicle which is improperly parked or stored, towed away at the expense of such violator, and with no liability to the Board.

## ARTICLE VI ASSESSMENTS

Section 1. Levy and Collection. The Board of Directors shall levy annual assessments, which shall be paid in monthly installments as set forth herein, and special assessments, as provided for herein, against the Units for Common Expense Liability as established in the annual budget for operation of The Manor Condominiums at Oxford Hill, Inc. Such assessments shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefore. The assessments and special assessments, shall be due and payable on the first (1st) day of the month in which said assessment or charge is due. If any assessment or charge is not received by the Association by the tenth (10th) day of the month in which the same are due, the assessment or charge shall be considered delinquent, and the amount delinquent thereof, together with a late charge equal to fifteen dollars (\$15) per month and all court costs, attorney's fees, and expenses of collection or enforcement, upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Unit Owner's interest in the Condominium prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgagees, taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law area lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the Common Expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid assessment for Common Expense Liability with respect to the Unit covered by these encumbrances



and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. The Board of Directors shall give notice of any Unit Owner's default to the holder of this first mortgage on said Unit if such default is not cured within thirty (30) days, if said holder has requested the same in writing from the Board of Directors.

Section 2. Assessment. Each Owner, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association, based upon a percentage as provided for in Exhibit "C", attached hereto and incorporated herein by this reference, as follows:

- (a) Annual assessments or charges, established by the Board, in its sole discretion, shall be due and payable in monthly installments unless the Board directs otherwise;
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (c) All assessments which are levied to pay for the cost of illuminating, maintaining, replacing, insuring and landscaping any and all entrance monument for The Manor Condominiums at Oxford Hill, located within or outside of the boundaries of the Property; and
- (d) All assessments which are levied to pay for the cost of illuminating, maintaining, repairing, replacing; insuring and landscaping all Common Elements located within the Development including but not limited to all unreserved off-street parking pads, retaining walls, if any, the water feature, pool, gazebo, laundry facilities and private sidewalks and streets until such time as the same are accepted for dedication and maintenance, and any other facilities located within the Common Elements and those Limited Common Elements maintained by the Association (if any).

Section 3. Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units: Except for normal wear and tear, maintenance, repair or replacement of Limited Common Elements, which shall be paid by the Association out of the general Common Expense provided for above, and except as otherwise provided for herein, any Common Expense associated with the maintenance, repair

or replacement of Limited Common Elements caused out of neglect or negligence, shall be assessed against the Unit or, in equal shares, to the Units that caused such neglect/negligence to the Limited Common Element. In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Allocated Interest.

Section 4. Reserves and Working Capital. The Board of Directors may establish an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements. This fund shall be maintained out of regular assessments for Common Expenses.

Section 5. Priority of Lien. Any lien of the Owner's Association for Common Expense or Limited Common Expense charges and assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the Unit.

Section 6. Prohibition of Exemption from Liability for Contribution Towards Common Expenses. No Unit Owner may exempt himself/herself from liability for his or her share of the Common Expense Liability assessed by the Association by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his or her Unit.

Section 7. Decks, Patios and Porches. No Owner may construct or cause to be constructed a deck, porch or patio in the Condominium, without first obtaining the written consent of the Board of Directors as provided for herein. The Owner requesting the improvement, shall pay for all costs and expenses incurred in the construction, in full when due so as to prevent the filing of any 'mechanic's liens against the Condominium. All decks, patios and porches located in the Condominium, are Limited Common Elements, however, all decks, patios and porches shall be maintained and kept clean at all times by the Unit Owner using and benefiting from the improvements. In the event said Unit Owner shall fail to maintain said deck, patio and/or porch in a manner satisfactory to the Board of Directors, the Board of Directors shall have the right and easement, through its agents and employees, to enter upon said Unit to repair, maintain, replace, restore and landscape the deck, porch and/or patio erected thereon. The cost of such exterior maintenance, together with all of the costs and expenses incurred in connection with constructing the decks, patios and porches not paid in full when due, shall be added to and become part of the assessment to which such Unit is subject, and as set forth in Section 1 in this Article VI above, said assessment, shall be due and payable on the first (1st) day of the month in which said assessment or charge is due. If any assessment or charge is not received by the Association by the tenth (10th) day of the month in which the same are due, the assessment or charge shall be considered delinquent, and the amount delinquent

thereof, together with a late fee equal to fifteen dollars (\$15) per month, and all court costs, reasonable attorney's " expenses of collection or enforcement, upon the recording of notice thereof by the " Directors, shall be a lien upon such Unit Owner's interest in the Condominium prior to liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgages, taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid assessment for Common Expense Liability with respect to the Unit covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. The Board of Directors shall give notice of any Unit Owner's default to the holder of this first mortgage on said Unit if such default is not cured within thirty (30) days, if said holder has requested the same in writing from the Board of Directors.

## ARTICLE VII

### MANAGEMENT, MAINTENANCE, REPAIRS, ALTERATIONS AND IMPROVEMENTS

Section 1. Common Elements and Limited Common Elements by the Association. The management, maintenance, repair, alteration and improvement of the Common Elements or Limited Common Elements shall be the responsibility of the Association, and the cost thereof shall be a Common Expense, which shall include watering, maintaining and cutting grass located on the Common Elements and shoveling and removing snow from the drives. All incidental damage caused to a Unit by any work on or to the Common Elements or Limited Common Elements done by or for the Association shall be repaired at the expense of the Association, and the cost thereof shall be a Common Expense. The Unit Owners shall maintain their own Units. In the event that the need for maintenance, repair or replacement of a Unit or the improvements thereon is caused through the willful or negligent act(s) of its Owner, or

through the willful or negligent act(s) of the family, guests, invitees of the Owner of the Unit needing such maintenance, repair or replacement, the cost of the same shall be added to and become part of the assessment to which such Unit is subject. No Owner shall perform maintenance, repairs or replacements or make any improvements to any Unit or do any landscaping on any Unit which would alter the uniform appearances of the Development, without first obtaining the consent of the Board of Directors.

Section 2. Waiver of Claims Anything herein to the contrary notwithstanding, the Association agrees that it shall make no claim against a Unit Owner or occupant, and each Unit Owner and occupant agrees that he or she shall make no claim against the Association, any member of the Board of Directors, officers of the Association, or any employees or agents thereof, or against any manager retained by the Board of Directors or its officers, directors, employees or agents, or other Unit Owners or occupants, for any loss or damage to any of the Property, or to a Unit or personal property therein, even if caused by the act or neglect of anyone or more of such persons, due to a peril insured against by casualty insurance purchased by the Association or by any Unit Owner or occupant to the extent of the insurance proceeds recovered under all such policies of insurance, and all such claims, to the extent of such recovery, are hereby waived and released, provided, however, that this waiver shall not apply to vandalism or malicious mischief and shall apply only during such time as the applicable policy or policies shall contain a clause or endorsement to the effect that any such waiver and release shall not adversely affect or impair said recovery thereunder. < The Association and each Unit Owner and occupant agree that their respective insurance policies shall contain such a clause or endorsement, and each Unit Owner and occupant shall furnish evidence reasonably acceptable to the Association of the existence of such a clause or endorsement.

Section 3. Owners' Improvements No structural improvements, fence, wall or other substantial improvements shall be commenced, erected or maintained in the Condominium, nor shall any exterior addition, to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of design with structures, abutting the proposed improvement and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event plans and specifications are approved by the Board of Directors, then, in that event, the applicant shall obtain the consent of the applicable County building department, if

required, prior to the commencement of work. The Owner requesting the improvement, shall pay for all costs and expenses incurred in the construction, in full when due so as to prevent the filing of any mechanic's liens against the Condominium. These improvements shall be maintained and kept clean at all times by the Unit Owner who constructed or caused to be constructed the same. In the event said Unit Owner shall fail to maintain any improvements, replacements or repairs made to the exterior of any Unit by the Unit Owner, in a manner satisfactory to the Board of Directors, the Board of Directors shall have the right and easement, through its agents and employees, to enter upon said Unit to repair, maintain, replace, restore and landscape the same. The cost of such exterior maintenance, together with all of the costs and expenses incurred in connection with constructing the improvements not paid in full when due, shall be added to and become part of the assessment to which such Unit is subject, and as set forth in Article VI, Section I above, said assessment, shall be due and payable on the first (1st) day of the month in which said assessment or charge is due. If any assessment or charge is not received by the Association by the tenth (10<sup>th</sup>) day of the month in which the same are due, the assessment or charge shall be considered delinquent, and the amount delinquent thereof, together with interest at the rate of nine percent (9%) per annum, a late charge equal to twenty- five percent (25%) of the amount due, and all court costs, reasonable attorney's fees, and expenses of collection or enforcement, upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Unit Owner's interest in the Condominium prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgagees, taxes, special assessments and special taxes theretofore or thereafter levied by any subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid assessment for Common Expense Liability with respect to the Unit covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. The Board of Directors shall give notice of any Unit Owner's default to the holder of this first mortgage on said Unit if such default is not

cured within thirty (30) days, if said holder has requested the same in writing from the Board of Directors.

## ARTICLE VIII

### INSURANCE

Section 1. Insurance. The Board of Directors in its own name for the use and benefit of the Unit Owners shall be required to purchase and maintain fire and extended coverage insurance policies and, if available, an "all risks endorsement" in amounts equal to the replacement value of all improvements and all personal property owned by The Manor Condominiums at Oxford Hill, Inc. (with standard Mortgage Clause in favor of mortgagees, if any); said insurance shall insure the Common Elements, Limited Common Elements, common fixtures, equipment and personalty, the Units and common property of The Manor Condominiums at Oxford Hill, Inc.; the policy of insurance shall insure members of the Board of Directors, their agents and employees and the Owners of all Units, against any liability, including medical payments, to the public or to the Owners, their invitees, tenants and any other persons who may be on the Property for any reason whatsoever, in the use of any Common Elements, the liability under which insurance shall be not less than One Million Dollars (\$1,000,000) for anyone person injured, One Million Dollars (\$1,000,000) for anyone accident, and Two Hundred and Fifty Thousand Dollars (\$250,000) for property damage. The Board of Directors is further authorized to purchase workers' compensation insurance any other insurance coverage in such reasonable amount as the Board of Directors shall deem desirable. Premiums for such insurance policies shall be a Common Expense Liability to be paid from the common fund. Fire and extended coverage policies shall be written in the name of the Board of Directors as trustees for each of the Unit Owners in the Allocated Interests established in this Declaration. Insurance maintained under this subsection shall cover Units with horizontal boundaries but not improvements and betterments installed by Unit Owners. Said policies shall provide a "Special Condominium Endorsement," or some other similar instrument, which provides:

(i) a waiver of the right of Subrogation against Unit Owners, individually;

(ii) that the insurance is not prejudiced by any act or neglect of individual Unit Owners who are not in control of all Unit Owners collectively; and

(iii) that the policy is primary in the event a Unit Owner has other insurance covering the same loss.

Section 2. Insurance Certificate. The Board of Directors, upon written request, shall issue a certificate of insurance to any Unit Owner, mortgagee or beneficiary under a

deed of trust of said Unit Owner requesting the same. Said certificate shall contain the standard mortgagee clause naming the mortgage holder as an additional insured and shall contain a minimum ten (10) day cancellation notice which shall be given to the Board of Directors, each Unit Owner and each mortgagee or beneficiary under a deed of trust to whom a certificate of insurance has been issued, prior to any cancellation of said insurance. Said policy shall contain the "special condominium endorsement," which shall provide recognition of any insurance trust agreement, contain waiver of rights to subrogation against Unit Owners, provide that said insurance coverage is not to be prejudiced by any act or neglect of an individual Unit Owner or Unit Owners which is not within the control of the Unit Owners collectively and shall provide that said policy is primary in the event that any Unit Owner has coverage for the same loss. THE POLICIES, HOWEVER, SHALL NOT INSURE THE CONTENTS OF ANY UNIT OR ANY IMPROVEMENTS OR FIXTURES ADDED TO A UNIT.

Section 3. Appointment of Trustee. The Board of Directors is hereby appointed as the true and lawful insurance trustee to receive the proceeds of all fire and extended coverage insurance losses and does herewith require of the Board of Directors that the said Board, on purchasing any fire and extended coverage policy or policies, shall notify the insurance carriers in writing, to make all loss proceeds payable to the said trustee. The said trustee shall have full power and authority to adjust and collect all losses and to reimburse itself for reasonable expenses for such adjustment or collection. The trustee may, but shall not be required to, consult with the Unit Owners. The trustee shall have full power and authority to execute all documents necessary on its own behalf and on behalf of the named insureds to endorse all checks and drafts on its own behalf and on behalf of the named insureds. The trustee shall hold the insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions herein, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Property is terminated. The trustee may disburse the funds pursuant to Article IX, Section 2 (in the event the proceeds are sufficient for reconstruction), but notwithstanding the provisions thereof, the trustee shall have the right (but not the obligation) to require the funds to be disbursed only against surety bonds, completion guarantees, escrows or such other assurances as may satisfy the trustee. In the event the trustee is of the reasonable opinion that the fire and extended coverage insurance is insufficient to cover the replacement value of the insurable improvements, it may (but shall not be required to) increase the coverage and send the bill for the premium therefor to the Unit Owners as provided in this Article III and remit the amount of the premium to the party entitled thereto. Nothing herein contained shall impose any liability on the trustee for failing to increase the coverage or failing to increase the coverage sufficiently or for selecting any particular insurance



company. The trustee shall have the right to resign or appoint a trustee as successor trustee with full power of substitution as a successor trustee with like powers. In the event that the trustee fails to appoint a successor trustee, then the Board of Directors shall appoint said successor. All handling of insurance proceeds shall be at no expense to the trustee, except that the cost of security bonds, completion guarantees, title escrow distribution charges, if any, shall be at the expense of the Board of Directors. Under no circumstances shall the trustee be liable for any act or omission except for fraud, gross negligence or lack of reasonable and ordinary care. All insurance shall be placed with companies licensed in the State of Missouri.

## ARTICLE IX

### DAMAGE, DESTRUCTION, REPAIR AND TERMINATION

Section 1. General. Any portion of the Property for which insurance is required under Article III, Section 1, which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild pursuant to Article IX, Section 2 hereof. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense Liability. If the entire Condominium is not repaired or replaced: (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, and lienholders as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Allocated Interest of all Units. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interest is automatically reallocated upon the vote, as if the Unit had been condemned under Article X hereof and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Article IX, Section 2 hereof, governs the distribution of insurance proceeds if the Condominium is terminated.

Section 2. Personal Property Insurance. Each Unit Owner shall be responsible, if he or she so desires, for maintaining his or her own insurance on the contents of his or her Unit including floors, walls, ceiling covers, exterior doors and windows, cabinets and fixtures, and on any additions and improvements to the Unit, and shall be responsible



for insurance on any personal property belonging to him/her, but stored elsewhere on the Property.

Section 3. Waiver of Subrogation. Each Unit Owner hereby waives and releases any and all claims which he or she may have against any other Unit Owner, the officers and members of the Board of Directors, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty Insurance.

Section 4. Damage Caused by Unit Owner, Not Covered by Insurance. If, due to the act or neglect a Owner, or of a member of his or her family or household pet 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 Board of Directors, to the extent not covered by insurance.

## ARTICLE X CONDEMNATION

### Section 1. Condemnation.

(a) In the event it shall become necessary for any public agency to acquire all or any part of any of the Units or the Common Elements of the Condominium for any public purpose, the Board of Directors is hereby appointed as attorney-in-fact and is hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisitions by eminent domain become necessary, only the Board of Directors need be made party, and monies, damage payments or condemnation award shall be held by the Board of Directors for the benefit of the Owners of the Units and their lienholders subject hereto.

(b) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his or her Unit and Allocated Interest, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Board of Directors shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Subsection is thereafter a

Common Element.

(c) Except as provided in Subsection (b) of this Section, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner and their lienholders, as their interests may appear, for the reduction in value of the Unit and its Allocated Interest, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (i) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (ii) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

## ARTICLE XI

### AMENDMENTS

Section 1. Amendments. The Unit Owners may modify and amend this Declaration and Bylaws by satisfying Section 448.2-117 of the Act. The consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated shall be required to amend any provisions of this Declaration, the Association's By-laws and other equivalent documents of the Condominium. An amendment to the Declaration shall be effective only after recordation of the same in the St. Louis County Recorder of Deeds' office.

## ARTICLE XII

### RECREATION FACILITIES

Section 1. Rules and Regulations. The Board of Directors may make such reasonable rules and regulations as the Board of Directors may determine pertaining to the use of recreation facilities, if any, including the right to admit non-residents as guests on a fee basis and including the matters of safety, deportment, dress, hours, children, pets and disciplining measures against unruly members, guests and children. The Board of Directors may bring such legal actions as it may deem appropriate against persons violating its rules and regulations and, upon the Board of Directors prevailing, the costs and attorney's fees shall be taxed against such party.

ARTICLE XIII  
GENERAL PROVISIONS

Section 1. Captions. The captions of the various Articles and Sections are for purposes of reference only and are not deemed to have any substantive effect.

Section 2. Manner of Giving Notice. Notices required to be given to the Board of Directors may be delivered to any member of the Board either personally or by certified mail addressed to such member or officer at his or her Unit, return receipt requested.

Section 3. Notice in Event of Death. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by certified mail, return receipt requested, to such party at his or her or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

Section 4. Acceptance by Grantee. Each owner and all subsequent owners, accept the terms of this Declaration subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said property and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 5. No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in *this* Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Saving Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 7. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development

and operation of a first class Condominium development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule against Perpetuities and is not subject to Section 448.2- 103(2) of the Act, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri law or for the life or lives in being plus twenty-one (21) years and ten (10) months thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

Section 8. Bonds. Before any Unit Owner shall become a member of and serve on the Board of Directors, he or she shall be able to be bonded. The Board of Directors shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Unit Owners in an amount not less than the estimated maximum of funds, including reserve funds in the custody of the Board of Directors at any given time during the term of each bond. The bond shall be written only by a bonding company approved to write fidelity bonds for Executors, Personal Representatives and Administrators by the St. Louis County Probate Court. The cost of premiums for such blanket bond shall be paid out of the common funds of this Condominium as a general charge and shall not be borne by the individual members of the Board of Directors. The bond shall contain waiver of all defenses based upon the exclusion of persons serving without compensation from the definition "employee" or similar terms or expressions. The bond shall provide that it may not be canceled or substantially modified (including cancellation for non-payment of premium) without ten (10) days prior written notice to Board of Directors.

Section 9. Operative Effect. This Declaration shall be of full force and effect upon the recordation in the office of the County of St. Louis, Missouri, Recorder of Deeds.

Section 10. No Lease of Unit. No Unit may be leased for any reason. Leases of Units that exist as of the date of this Declaration shall be allowed to continue to run through the then current term. Thereafter, unless otherwise approved by the Board, the existing lease shall not be renewed and the Unit is thereafter prohibited from being leased further.

IN WITNESS WHEREOF, the Association has executed this Declaration this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

File #

TITLE: Revised Declaration of Condominium and Bylaws of The Manor  
Condominiums at Oxford Hill

DATE: \_\_\_\_\_, 2007

GRANTOR(S): The Manor Condominiums at Oxford Hill, Inc.

GRANTEE(S): The Owners of Units located within The Manor Condominiums at  
Oxford Hill by and through The Manor Condominiums at Oxford  
Hill, Inc.

GRANTEES'  
MAILING ADDRESS: The Manor Condominiums at Oxford Hill, Inc.  
PO Box 37106  
St. Louis, MO 63141

LEGAL DESCRIPTION: See Exhibit "A", attached to this Restated and Revised Declaration  
of Condominium and Bylaws of The Manor Condominiums at  
Oxford Hill, attached hereto

REFERENCE BOOK AND PAGE NUMBER: N/A

## Exhibit A - Property Description

### EXHIBIT A

A tract of land being part of "Oxford Hill Plat One", a subdivision recorded in Plat Book 129 Pages 98 - 99, of the St. Louis County Records and part of "Oxford Hill Plat Four", a subdivision recorded in Plat Book 138 Pages 6 - 7 of the St. Louis County Records, in township 46 North-Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the Northwest corner of the aforementioned "Oxford Hill Plat Four," Thence East along the North Line of "Oxford Hill Plat Four", South 89 degrees 24 minutes 00 seconds East 230 feet, thence leaving said North Line South 00 degrees 36 minutes 00 seconds West 33.49 feet, thence South 43 degrees 26 minutes 35 seconds East 60.39 feet to a point in the centerline of a 20 foot wide drive easement, thence east along said centerline the following: North 36 degrees 14 minutes 27 seconds East 6.90 feet, along a curve to the right having a radius of 75 feet, a distance of 71.16 feet, South 89 degrees 24 minutes 00 seconds East 127.91 feet, along a curve to the right having a radius of 100 feet, a distance of 68.83 feet, South 49 degrees 57 minutes 47 seconds East 61 feet to a point in the centerline of a 20 foot wide drive easement, thence South along said centerline the following: along a curve to the left whose radius point bears South 49 degrees 57 minutes 47 seconds East 490 feet from the last mentioned point, a distance of 93.20 feet, along a curve to the left whose radius point bears South 60 degrees 51 minutes 41 seconds East 100 feet from the last mentioned point, a distance of 60.12 feet, South 05 degrees 18 minutes 30 seconds East 97.16 feet to a point in the North Line of Oxford Hill Drive, thence West along said North Line the following: Along a curve to the left whose radius point bears South 05 degrees 18 minutes 30 seconds East 190 feet from the last mentioned point, a distance of 10.36 feet, along a curve to the left whose radius point bears South 08 degrees 26 minutes 01 seconds East 325 feet from the last mentioned point, a distance of 265.79 feet, along a curve to the right whose radius point bears North 55 degrees 17 minutes 27 seconds West 140 feet from the last mentioned point, a distance of 148.50 feet, North 84 degrees 30 minutes 59 seconds West 147.79 feet, along a curve to the right having a radius of 20 feet, a distance of 29.70 feet, to a point in the East Line of Guelbreth Lane, thence North along said East Line, North 00 degrees 35 minutes 00 seconds East 501.94 feet to the point of beginning and containing 5.2653 acres more or less.

BOOK: 17560 - PAGE: 397

## Exhibit B - Plat

### **EXHIBIT "B"**

All of the Property legally described on the Plat of The Manor Condominiums at Oxford Hill, Inc., as recorded on September 21, 1983, Daily No. 26, in Plat Book 222, Page 512-13 in the St. Louis County Recorder of Deeds' office.



## Exhibit C - Percentage of Ownership Interest

### EXHIBIT C

#### THE MANOR CONDOMINIUMS AT OXFORD HILL PERCENTAGE OF OWNERSHIP INTEREST

<u>Building &amp; Unit</u>	<u>% Ownership</u>
Bldg. 2, Unit 1	.876041
Bldg. 2, Unit 2	.977365
Bldg. 2, Unit 3	.876041
Bldg. 2, Unit 4	.876041
Bldg. 2, Unit 5	.876041
Bldg. 2, Unit 6	.876041
Bldg. 2, Unit 7	.876041
Bldg. 2, Unit 8	.977365
Bldg. 2, Unit 9	.876041
Bldg. 2, Unit 10	.977365
Bldg. 2, Unit 11	.876041
Bldg. 2, Unit 12	.876041
Bldg. 2, Unit 13	.876041
Bldg. 2, Unit 14	.876041
Bldg. 2, Unit 15	.876041
Bldg. 2, Unit 16	<del>.977365</del>
Bldg. 2, Unit 17	.876041
Bldg. 2, Unit 18	.977365
Bldg. 2, Unit 19	.876041
Bldg. 2, Unit 20	.876041
Bldg. 2, Unit 21	.876041
Bldg. 2, Unit 22	.876041
Bldg. 2, Unit 23	.876041
Bldg. 2, Unit 24	.977365
Bldg. 3, Unit 1	.876041
Bldg. 3, Unit 2	.977365

Book: 17560 Page: 309



## EXHIBIT C (continued)

<u>Building &amp; Unit</u>	<u>% Ownership</u>
Bldg. 3, Unit 3	.876041
Bldg. 3, Unit 4	.876041
Bldg. 3, Unit 5	.876041
Bldg. 3, Unit 6	.876041
Bldg. 3, Unit 7	.876041
Bldg. 3, Unit 8	.977365
Bldg. 3, Unit 9	.876041
Bldg. 3, Unit 10	.977365
Bldg. 3, Unit 11	.876041
Bldg. 3, Unit 12	.876041
Bldg. 3, Unit 13	.876041
Bldg. 3, Unit 14	.876041
Bldg. 3, Unit 15	.876041
Bldg. 3, Unit 16	.977365
Bldg. 3, Unit 17	.876041
Bldg. 3, Unit 18	.977365
Bldg. 3, Unit 19	.876041
Bldg. 3, Unit 20	.876041
Bldg. 3, Unit 22	.876041
Bldg. 3, Unit 23	1.752082
Bldg. 3, Unit 24	.977365
Bldg. 4, Unit 1	.977365
Bldg. 4, Unit 2	.977365
Bldg. 4, Unit 3	.715113
Bldg. 4, Unit 4	.876041
Bldg. 4, Unit 5	.715113
Bldg. 4, Unit 6	.876041
Bldg. 4, Unit 7	.977365

Book: 17560 - Page: 400

## EXHIBIT C (continued)

<u>Building &amp; Unit</u>	<u>% Ownership</u>
Bldg. 4, Unit 8	.977365
Bldg. 4, Unit 9	.977365
Bldg. 4, Unit 10	.977365
Bldg. 4, Unit 11	.715113
Bldg. 4, Unit 12	.876041
Bldg. 4, Unit 13	.715113
Bldg. 4, Unit 14	.876041
Bldg. 4, Unit 15	.977365
Bldg. 4, Unit 16	.977365
Bldg. 4, Unit 17	.977365
Bldg. 4, Unit 18	.977365
Bldg. 4, Unit 19	.715113
Bldg. 4, Unit 20	.876041
Bldg. 4, Unit 21	.715113
Bldg. 4, Unit 22	.876041
Bldg. 4, Unit 23	.977365
Bldg. 4, Unit 24	.977365
Bldg. 4, Unit 25	.977365
Bldg. 4, Unit 26	.977365
Bldg. 4, Unit 27	.715113
Bldg. 4, Unit 28	.876041
Bldg. 4, Unit 29	.715113
Bldg. 4, Unit 30	.876041
Bldg. 4, Unit 31	.977365
Bldg. 4, Unit 32	.977365
Bldg. 5, Unit 1	.977365
Bldg. 5, Unit 2	.977365
Bldg. 5, Unit 3	.715113
Bldg. 5, Unit 4	.876041

BOOK : 17560 - PAGE : 401

## EXHIBIT C (continued)

<u>Building &amp; Unit</u>	<u>% Ownership</u>
Bldg. 5, Unit 5	.715113
Bldg. 5, Unit 6	.876041
Bldg. 5, Unit 7	.977365
Bldg. 5, Unit 8	.977365
Bldg. 5, Unit 9	.977365
Bldg. 5, Unit 10	.977365
Bldg. 5, Unit 11	.715113
Bldg. 5, Unit 12	.876041
Bldg. 5, Unit 13	.715113
Bldg. 5, Unit 14	.876041
Bldg. 5, Unit 15	.977365
Bldg. 5, Unit 16	.977365
Bldg. 5, Unit 17	.977365
Bldg. 5, Unit 18	.977365
Bldg. 5, Unit 19	.715113
Bldg. 5, Unit 20	.876041
Bldg. 5, Unit 21	.715113
Bldg. 5, Unit 22	.876041
Bldg. 5, Unit 23	.977365
Bldg. 5, Unit 24	.977365
Bldg. 5, Unit 25	.977365
Bldg. 5, Unit 26	.977365
Bldg. 5, Unit 27	.715113
Bldg. 5, Unit 28	.876041
Bldg. 5, Unit 29	.715113
Bldg. 5, Unit 30	.876041
Bldg. 5, Unit 31	.977365
Bldg. 5, Unit 32	.977365
	<u>100.000000</u>

BOOK: 17560 - PAGE: 402

# Exhibit D - Bylaws

## ARTICLE I

### MEMBERS (UNIT OWNERS)

Section 1. The members of THE MANOR CONDOMINIUMS AT OXFORD HILL, INC., a not- for profit corporation organized under the provisions of The General Not for Profit Corporation Law of the State of Missouri. Chapter 355, Missouri Revised Statutes (1978) [which corporation is hereinafter called the "Association"], shall consist of the respective Unit Owners of the Property located at 10374 Chimney Rock Drive, 10381 Oxford Hill Drive, 10367 Oxford Hill Drive and 10358 Chimney Rock Drive, St. Louis, Missouri 63141, in accordance with the respective percentages of ownership interest in the Common Elements owned the respective Unit Owners, as said defined terms and all other defined terms used in these By-laws are defined in the Declaration of Condominium Ownership {the "Declaration"} for THE MANOR CONDOMINIUMS AT OXFORD HILL, which Declaration is recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, and appended to which Declaration as Exhibit "D" 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 Law 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 Act).

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 Unit Ownership. his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such Unit Ownership. ~~The Association may issue certificates evidencing membership therein.~~

Section 3. Meetings of Unit Owners shall be held on the Property or at such other place in St. Louis County, Missouri as may be specified in the notice of the meeting. ~~An annual meeting of the Unit Owners shall be held on April 1 of each year (the first annual meeting being the April 1 immediately following the date of incorporation of the Association), at 7:00 P.M., Central Standard 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 Board of Directors, or by Unit owners having at least one-fourth of the votes entitled to be cast at such meeting.

Section 4. The aggregate number of votes for all Unit Owners shall be one hundred (100) which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any

Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other" designation made by the persons constituting such Unit Owner. ~~The Developer may exercise the voting rights with respect to unsold Unit Ownerships while owned by the Developer.~~

~~Section 5. In all elections for members to the Board of Directors (referred to in the Declaration and in the Act as the "Board of Managers", but referred to as the "Board of Directors" in The General Not for Profit Corporation Law of the State of Missouri, and sometimes referred to herein as the "Board" or the "Board of Managers"), each Unit owner shall be entitled to vote, on a cumulative voting basis.~~

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

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

Section 1. The Board of Managers of the Association shall consist of nine (9) Directors who shall each be elected at each annual meeting of the Unit Owners in accordance with this Section 1 of Article II. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board. Two (2) Directors shall be elected by the Unit Owners in Building 10374. two (2) Directors shall be elected by the Unit Owners in Building 10381, two (2) Directors shall be elected by the Unit Owners in Building 10367 and two (2) Directors shall be elected by the Unit Owners in Building 10358. The ninth (9th) Director shall be elected by the Unit Owners in Building 10374 at the first (1st) annual meeting and at each fourth (4th) annual meeting occurring thereafter, by the Unit owners in Building 10381 at the second (2nd) annual meeting and at each fourth (4th) annual meeting occurring thereafter, by the Unit Owners in Building 10367 at the third (3rd) annual meeting and at each fourth (4th) annual meeting occurring thereafter, and by the Unit Owners in Building 10358 at the fourth (4th) annual meeting and at each fourth (4th) annual meeting occurring thereafter; provided, however, that the Developer may designate said ninth (9th) Director up to and including such time as all Unit Ownerships have been sold by the Developer. The first Board named in the Articles of Incorporation of the Association shall hold office until the earlier of sixty (60) days after the sale by the Developer of seventy-five percent (75%) of the Unit Ownerships or three (3) years after the Recording of the Declaration; provided, however, that the Developer may designate one (1) member of the Board until all Unit Ownerships have been sold. Subject to the foregoing, each Director shall hold office for the term of one (1) year and until his successor shall be

~~duly elected and qualified.~~

Section 2. Each Director shall be a Unit Owner (or the spouse of a Unit Owner or if a Unit Owner is a corporation, partnership or trust, a Director may be an officer, partner, trustee or beneficiary of such Unit Owner) in the Building whose Unit Owners he or she represents, except for the Directors nominated or designated by the Developer. If a Director shall cease to meet the foregoing qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. The Unit owners may not alter the number of persons on the Board or the manner in which the Directors are chosen. Any vacancy occurring on the Board shall be filled by election by the Unit Owners from the appropriate Building at the next annual meeting or at a special meeting of Unit Owners called for such purpose.

Section 4. An annual meeting of the Board shall be held immediately following the annual meeting of Unit Owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive, notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Anything herein contained to the contrary notwithstanding, the presence of a Director at any meeting shall be deemed to waive the requirements for the giving of notice of such meeting to such Director.

Section 5. ~~Except for members of the first Board of Directors named in the Articles of Incorporation of the Association and the Director, if any, designated by the Developer pursuant to Section 1 hereof, any Director may be removed from office by the vote of at least two-thirds of the votes of all Unit Owners of the Building which such Director represents.~~

Section 6. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted at a meeting of the Unit Owners. out-of-pocket costs necessarily incurred, such as stationery, postage or other similar items, may be appropriately advanced or reimbursed to Directors. Nothing herein contained shall prohibit the Board from hiring or retaining and compensating a Director for any proper purpose in some capacity other than that of Director, provided that such retention and compensation shall be on reasonably competitive terms.

Section 7. The Board shall have the following powers and **duties**:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and of the Property;
- (c) To engage the services of a Manager who shall manage and operate the

Property and the Common Elements thereof for all of the Unit Owners, upon such terms and or such compensation and **with such authority as the Board may approve;**

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

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property, Common Elements, limited Common Elements (where applicable), laundry facilities and Recreational Facilities, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements (where applicable), and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Manager;

(g) To provide for the designation, hiring and removal of employees and other personnel, including attorneys and 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, Common Elements and Limited Common Elements (where applicable), and to delegate any such powers to the Manager (and any such other employees or; personnel who may be the employees of the Manager), as hereinafter provided and as is provided in the Declaration;

(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 and as provided in the Declaration;

(j) To cast the votes of the Unit Owners at elections held by the Trustees pursuant to the Indenture;

(k) To exercise all other powers and duties of the Board or Unit Owners as a group referred to in the Act, and all powers and duties of a board of directors referred to in The General Not for Profit Corporation Law of the State of Missouri, and all powers and duties of a Board of Managers or a Board of Directors referred to in the Declaration or these By-laws.

~~Anything herein or in the declaration contained to the contrary notwithstanding, until the organization of the Board, all rights, titles, powers, privileges, trusts, duties and obligations vested in and imposed upon the Board shall be vested in and imposed upon the Developer, notwithstanding the fact that such organization shall not then have been accomplished.~~

### [ARTICLE III](#)

## OFFICERS

Section 1. The following officers of the Association shall be elected by the Board at the initial Board meeting and at each annual meeting thereafter:

- (a) A President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- (b) A Vice-President, who shall be a Director and who shall, in the absence of or in the case of the disability of the President, perform the duties and exercise the powers of the President;
- (c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Manager;
- (d) A Treasurer, who shall keep the financial records and books of account, and who may be a representative of the Manager, and
- (e) Such additional officers as the Board may, from time to time, deem necessary or appropriate in the exercise of its functions.

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

Section 3. Each officer shall hold office for the term of one (1) year and until his successor shall have been duly elected and qualified.

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

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

Reasonable out-of-pocket costs and expenses necessarily incurred, such as stationery, postage or other similar items, may be appropriately advanced or reimbursed to officers. Nothing herein contained shall prohibit the Board from hiring or retaining and compensating an officer for any other purpose in some capacity other than that of an officer, provided that such retention and compensation shall be on reasonably competitive terms.

## ARTICLE IV



## ASSESSMENTS

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, including, without limitation, Indenture Assessments, Special Expenses and the Common Expenses Reserve Fund, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, snow removal, insurance, fuel, power and other common utilities, management fees and other Common Expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry facilities and other Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than ~~ninety (90)~~ days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of all Common Expenses, except Indenture Assessments, plus each Unit Owner's equal Indenture Assessment as provided in the Declaration for such year as shown by the annual budget. Except for the Indenture Assessments, which will be equal for all Unit owners,} such proportionate share for each Unit Owner shall be in accordance with his respective percentage ownership interest in the Common Elements as set forth in Exhibit "C" to the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first (1st) day of each month to the Manager 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. ~~Each Unit Owner other than the Developer shall pay, commencing with~~

~~the respective closing dates of purchase of their respective Unit Ownerships, as their respective monthly assessments for the Common Expenses, one-twelfth (1/12) of the estimated annual budget for the first fiscal year, as estimated by the Manager and approved by the Board, multiplied by their respective percentages of ownership interest in the Common Elements. Assessments for fractions of a month shall be pro-rated. Until said commencement of the first fiscal year of the Association, the Developer shall pay, with respect to all unsold Unit Ownerships owned by the Developer; the excess of; (a) the actual amount; of operating expenses from time to time required to be paid for the operation of the Property for said period over (b) the aggregate amount of the monthly assessments from time to time payable for said period determined as hereinabove provided in this Section 3 for Unit Owners other than the Developer. Commencing with the first fiscal year of the Association, the monthly assessments to be paid by the Developer as the Unit Owner of any Unit Ownerships remaining unsold shall be determined in the same manner as provided for other Unit Owners herein. All income and revenues derived from the Property by the Developer until the earlier of sixty (60) days after the sale by the Developer of seventy-five percent (75%) of the Unit Ownerships or three (3) years after the date of the Recording of the Declaration shall be the sole property of the Developer.~~

Section 4. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of such Unit Owner's account from time to time. Upon ten (10) days' notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. Said supplemental assessment shall become effective commencing with the monthly assessment which is due next following the delivery or mailing of such supplemental budget.

Section 7. ~~At the time each Unit (ownership is first purchased from the Developer, the~~

~~purchasing Unit Owner shall pay to the Manager, or as Otherwise directed by the Board, amount, equal to three (3) times the first full monthly assessment for such Unit Owner, which amount shall be used and applied to the Common Expenses Reserve Fund. The amounts so paid by Unit Owners for the Common Expenses Reserve Fund, together with amounts paid from time to time by Unit Owners for monthly assessments, supplemental assessments and Special Expenses shall be held and used and applied from time to time for the payment of Common Expenses as and when needed. All such amounts from time to time on hand and unexpended shall be treated as if they are part of the Common Elements and shall be owned in common by the Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements.~~

## ARTICLE V

### USE AND OCCUPANCY RESTRICTIONS

Section 1. ~~Each Unit shall be used for single family residential purposes, and for no other purpose, by the Unit Owner and his family, or by the person or persons to whom the Unit Owner shall have leased his Unit Ownership, subject to the provisions with respect to leasing contained in the Declaration. No business activities shall be carried on in any Unit; provided, however, nothing herein contained shall prohibit the Developer (and its successor or mortgage lenders by way of substitution) from utilizing any Unit for display or rental purposes prior to the sale of such Unit Ownership.~~

Section 2. The Common Elements shall be used only for access, ingress to and from the respective Units by the Unit Owners, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner, and for such other purposes which are incidental to the residential use of the respective Units; provided, however, the parking areas, Manager's office, recreational areas and other special areas shall be used for such purposes as approved by the Board. The use, maintenance and operation of the Common Elements shall not be Obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, Limited Common Elements or any portion thereof.

Section 3. No animals shall be raised or kept in any Unit except for dogs, cats or other household pets of a Unit Owner, provided that such household pets: (a) shall not be kept for any commercial purposes; (b) 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 (c) shall not, in the sole judgment of the 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 sole 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 or Limited Common Elements. No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles on his balcony or porches or outside his Unit or at or an any other space which may be visible through his windows from the outside of the particular Building (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 Board or Manager.

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

~~Section 7. Until all Unit Ownerships have been sold by the Developer and the Units occupied by the purchasers thereof, the Developer may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and may maintain a sales office and 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 any Unit Owner cause damage to other Units, whether by himself or by members of his immediate family, guests or other authorized occupants or visitors of such Unit Owner.

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 or upon the Common Elements.

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 Board) an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to any plumbing system or any air-conditioning or heating system which is part of the Limited Common Elements or serves the Common Elements without the prior written consent of the Association, Board or Manager.

## [ARTICLE VI](#)

## GENERAL POWERS OF THE BOARD

In fulfilling its purposes set forth in the Declaration, the Board and its officers, as appropriate shall have the general powers, duties and responsibilities described in the Declaration. The expenses incurred by the Board in exercising such general powers and fulfilling such duties and responsibilities shall be borne by the Unit Owners as provided in the Declaration and these By laws. The Board is hereby expressly given authority to engage the services of a Manager.

## ARTICLE VII AMENDMENTS

~~These By-Laws may be amended or modified from time to time by action or approval of a Majority of the Unit Owner's; (provided, however, in those instances where the Declaration provides that a greater percentage of votes of the Unit Owners is required or where consent is required to be Obtained from eligible first lien holders, the Declaration shall govern and, further, provided that By laws affecting the Developer shall not be amended or modified without the written consent of the Developer for a period of two (2) years after the Recording of the Declaration.) Such amendments shall be Recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.~~

## Article VIII Conflicting Terms

In the event any of the terms contained in the Bylaws or in the First Amendment to the Bylaws conflict with the terms set forth in the Declaration, the terms set forth in the Declaration shall control.

Adopted this \_\_\_\_ day of \_\_ 19\_\_.)



26

**FILED**  
SEP 21 1993  
Wm. E. FAULK  
RECORDER OF DEEDS

STATE OF MISSOURI } ss.  
County of St. Louis

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 21 day of Sept AD 1993 at 2:45 o'clock PM and is truly recorded in Book 2538 Page 1076.

Witness my hand and official seal on the day and year aforesaid.

*Wm. E. Faulk*

Recorder of Deeds

By *Wm. E. Faulk*  
Deputy Recorder

\_\_\_\_\_  
Jim Barbier, Director

\_\_\_\_\_  
Niki Nymark, Director

\_\_\_\_\_  
Helen McLaughlin, Director

\_\_\_\_\_  
Frances P. Solomon, Director

\_\_\_\_\_  
Ruth Dreckshage, Director

\_\_\_\_\_  
Mary Alice Ash, Director

\_\_\_\_\_  
Jordan Pitler, Director

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

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2007, before me appeared Frank Friedman, Malcolm Wittels, Ruth Dreckshage, Jordan Pitler, Mary Alice Ash, Frances P. Solomon, Helen McLaughlin, Niki Nymark and Jim Barbier to me personally known, who, being by me duly sworn, did each duly say that he or she is a Board Member of The Manor Condominiums at Oxford Hill, Inc. and that said instrument was signed on behalf of The Manor Condominiums at Oxford Hill, Inc. and they acknowledged said instrument to be the free act and deed of The Manor Condominiums at Oxford Hill, Inc.

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

My Commission expires:  
4303-429

\_\_\_\_\_  
Notary Public



# First Amendment to the ByLaws

Amended 2007

This First Amendment ( the "first Amendment") to the Bylaws of The Manor Condominiums at Oxford Hill, Inc. is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by The Manor Condominium at Oxford Hill, Inc., a Missouri nonprofit association (the "Association"), as authorized by a Majority of the Unit Owners of Condominiums in The Manor Condominium at Oxford Hill (the "Majority of Unit Owners")

WITNESSETH:

WHEREAS, there is a certain Bylaws of The Manor Condominium at Oxford Hill, Inc., (the "Bylaws") recorded with the St. Louis County Recorder of Deeds' Office in Book 7538, Page 1114 on September 21, 1983; and

WHEREAS, pursuant to Article VII of the Bylaws, the Bylaws may be amended by approval of a Majority of Unit Owners; and

WHEREAS, a Majority of Unit Owners desire to amend the Bylaws as set forth in this First Amendment below.

NOW, THEREFORE, the Association, by and through its Board of Directors and as authorized by the approval of a Majority of the Unit Owners, does hereby declare and amend the Bylaws as follows:

1. All references in the Bylaws to "Board of Managers" shall be deleted and "Board of Directors" shall be inserted in lieu thereof.
2. The Bylaws are hereby amended by deleting the 1st sentence from Article I, Section 2 of the Bylaws.
3. The Bylaws are hereby amended by deleting the second sentence from Article I, Section 3 of the Bylaws and inserting in lieu thereof the following:  
An annual meeting of the Unit Owners shall be held each year on a date in the month of April, and at a time and location that is convenient with the Board. The Board shall specify such date, time and location in a written notice of such a meeting sent to all of the Unit Owners at least thirty (30) days prior to the date of such meeting.
4. The Bylaws are hereby amended by deleting the last sentence of Article I, Section 4 of the Bylaws.

5. The Bylaws are hereby amended by deleting Article I, Section 5 of the Bylaws and inserting in lieu thereof the following:  
In all elections for members to the Board of Directors, each Unit Owner shall be entitled to vote as provided for in this Article I, Section 4, above.
6. The Bylaws are hereby amended by deleting Article I, Section 6 of the Bylaws and inserting in lieu thereof the following:  
A quorum at meetings of the members of the Association shall consist of members present, in person or by proxy, representing at least thirty percent (30%) of the total votes in the Association.
7. The Bylaws are hereby amended by deleting a portion of Article II, Section 1 of the Bylaws beginning on the eleventh (11th) line down with the sentence that states "The ninth (9<sup>th</sup>) Director shall be elected by the Unit ..." and the remaining portion of this Article II, Section 1, and inserting in lieu thereof the following:  
At the annual meeting in April, 2007, and at every fourth (4th) annual meeting thereafter, the ninth (9<sup>th</sup>) Director shall be elected by the Unit Owners in Building 10358 Chimney Rock Drive; at the annual meeting in April, 2008, and at every fourth (4th) annual meeting thereafter, the ninth (9<sup>th</sup>) Director shall be elected by the Unit Owners in Building 10374 Chimney Rock Drive; at the annual meeting in April, 2009, and at every fourth (4th) annual meeting thereafter, the ninth (9<sup>th</sup>) Director shall be elected by the Unit Owners in Building 10381 Oxford Hill Drive; at the annual meeting in April, 2010, and at every fourth (4th) annual meeting thereafter, the ninth (9<sup>th</sup>) Director shall be elected by the Unit Owners in Building 10367 Oxford Hill Drive. Each Director shall hold office for the term of one (1) year, and until a successor Director is duly elected as provided herein.
8. The Bylaws are hereby amended by deleting Article II, Section 5 of the Bylaws and inserting in lieu thereof the following:  
Any Director may be removed from office by the vote of at least a Majority of the votes of all Unit Owners of the Building to which such Director represents.
9. The Bylaws are hereby amended by deleting the last paragraph in Article II, Section 7 of the Bylaws.
10. The Bylaws are hereby amended by deleting "ninety (90)" from the fourth (4th) line down in Article IV, Section 2 of the Bylaws and inserting in lieu thereof "one hundred and twenty (120)".

11. The Bylaws are hereby amended by deleting the terms of Section 3 of Article IV of the Bylaws and inserting in . lieu thereof "Intentionally deleted".
12. The Bylaws are hereby amended by deleting "ninety (90)" from the first (1 st) line down in Article IV, Section 4 of the Bylaws and inserting in lieu thereof "one hundred and twenty (120)",
13. The Bylaws are hereby amended by deleting the terms of Article IV, Section 7 of the Bylaws and inserting in lieu thereof "Intentionally deleted".
14. The Bylaws are hereby amended by deleting Article V, Section 1 of the Bylaws and inserting in lieu thereof the following;  
Each Unit is restricted to residential use. Limited business activities may occur in a Unit so long as any such business activities do not interfere with or cause any nuisance to any other Unit Owner. If any such business activity does interfere or cause a nuisance to any other Unit Owner, such business activity shall *immediately* cease upon written notice of termination of business activity from the Board. Further restrictions of use of the Units are as set forth herein below and in the Revised Declaration of Condominium and Bylaws of The Manor Condominiums at Oxford Hill (the "Declaration"), which Declaration has been prepared simultaneously with this First Amendment, and which Declaration is to be recorded in the St. Louis County Recorder of Deeds' office.
15. The Bylaws are hereby amended by deleting the terms of Article V Section 7 of the Bylaws and inserting in lieu thereof "Intentionally deleted".
16. The Bylaws are hereby amended by deleting Article VII of the Bylaws, and inserting in lieu thereof the following;  
These Bylaws may be amended or modified from time to time by a vote of approval from a Majority of the Unit Owners. Such amendment shall be recorded in the office of the Recorder of Deeds of St, Louis County, Missouri.
17. The Bylaws are hereby amended by adding a new Article VIII, which reads as follows:

Article VIII  
Conflicting Terms

In the event any of the terms contained in the Bylaws or in the First Amendment to the Bylaws conflict with the terms set forth in the Declaration, the terms set forth in the Declaration shall control.

18. The Bylaws, as amended hereby in this First Amendment, are hereby restated and ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association, by and through its Board of Directors and as authorized by the approval of a Majority of the Unit Owners. has executed this First Amendment to the Bylaws as of the day and year first above written.