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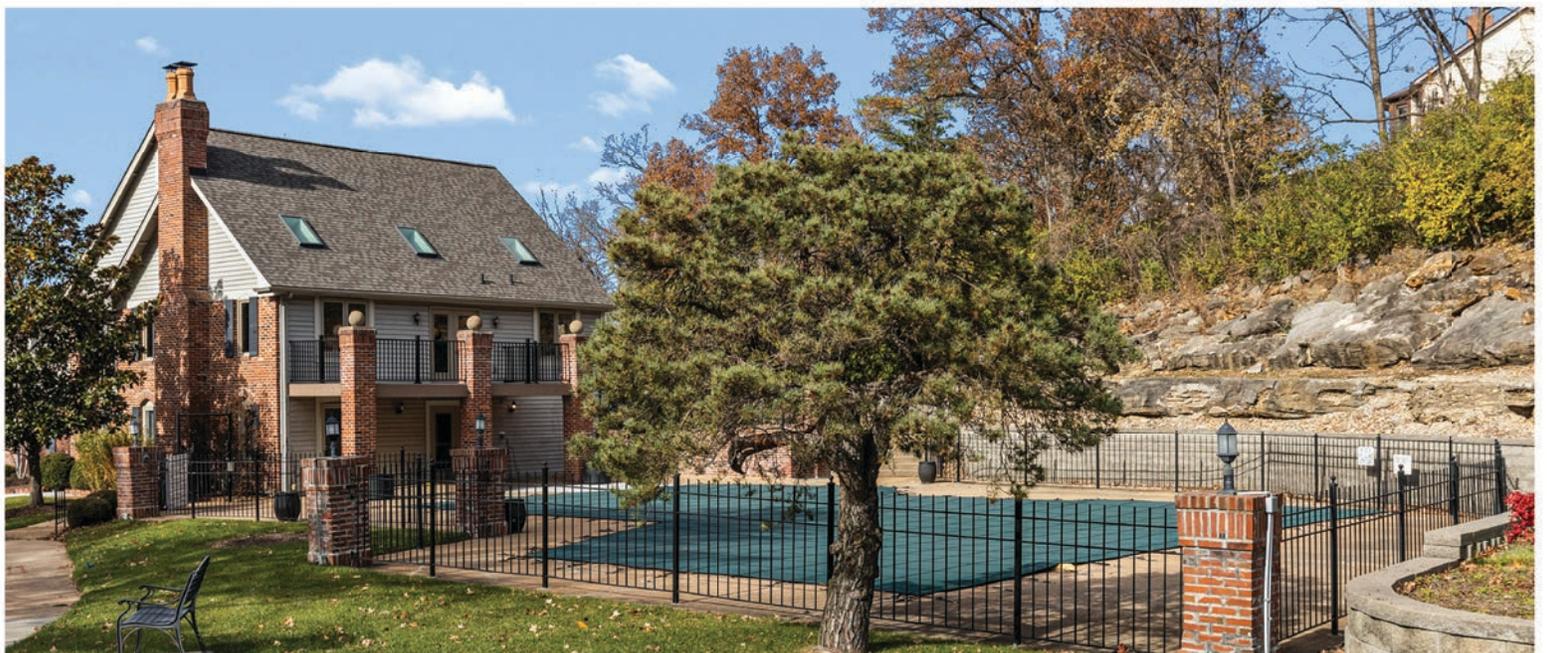


**14316 CONWAY MEADOWS  
COURT E, UNIT #202  
CHESTERFIELD, MO 63017**



**Carol Butler**  
C: 314.630.3165  
Carol@butlerfelsher.com

**Juli-Ann Felsher**  
C: 314.303.3232  
JFelsher@butlerfelsher.com



This document has legal consequences.  
 If you do not understand it, consult your attorney.  
 The text of this form may not be altered in any manner  
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Form # 2091 01/25

**SELLER'S DISCLOSURE STATEMENT**

Property Address : 14316 Conway Meadows, East, Unit 302 Chesapeake, MD 6317

**Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.**

**TO SELLER:** Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

**TO BUYER: THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER.** If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract. Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed. Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

STATUTORY DISCLOSURES				
Note: The following information, if applicable to the property, is required by federal or state law to be disclosed to prospective buyers. Local laws and ordinances may require additional disclosures.				
LEAD-BASED PAINT		YES	NO	UNK
1	Does the Property include a residential dwelling built prior to 1978? If "Yes," 42 U.S.C. 4852d and EPA regulations promulgated pursuant thereto require that a completed Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards form (Form #2049) must be signed by Seller and any involved real estate licensee(s) and given to any potential buyer.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2	Please explain any "Yes" answers you gave in this section:			
METHAMPHETAMINE		YES	NO	UNK
3	Are you aware if the Property is or was used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto? If "Yes," §442.606 RSMo requires you to disclose such facts in writing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4	Please explain any "Yes" answers you gave in this section:			
WASTE DISPOSAL SITE OR DEMOLITION LANDFILL (permitted or unpermitted)		YES	NO	UNK
5	Are you aware of any permitted or unpermitted solid waste disposal site or demolition landfill on the property? If "Yes," Section 260.213 RSMo requires Seller to disclose the location of any such site on the Property. Note: If Seller checks "Yes," Buyer may be assuming liability to the State for any remedial action at the property.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

UNK=Unknown   Initials BUYER and SELLER acknowledge they have read this page.   Page 1 of 7

*Since Eham's stroke 7/1, Steven Gussman has son and power of attorney, have answered all questions with her full input & knowledge. She remains cognitively sharp. Steven Gussman - 4609 Perske Blvd STL MD 63178*

6 Please explain any "Yes" answers you gave in this section:

<b>RADIOACTIVE OR HAZARDOUS MATERIALS</b>		YES	NO	UNK
7	Have you ever received a report stating affirmatively that the Property is or was previously contaminated with radioactive material or other hazardous material? If "Yes," §442.055 RSMo requires you to disclose such knowledge in writing. Please provide such information, including a copy of such report, if available.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

8 Please explain any "Yes" answers you gave in this section:

**ADDITIONAL DISCLOSURES**

<b>Lead-Based Paint</b>		YES	NO	UNK
9	Are you aware of the presence of any lead hazards (such as paint, <u>water supply lines</u> etc.) on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
10	Are you aware if it has ever been covered or removed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
11	Are you aware if the property has been tested for lead?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

12 Please explain any "Yes" answers you gave in this section including test date, type of test and results:

<b>Radon</b>		YES	NO	UNK
13	Are you aware if the property has been tested for radon gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
14	Are you aware if the property has ever been mitigated for radon gas?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

15 Please explain any "Yes" answers you gave in this section:

<b>Mold</b>		YES	NO	UNK
16	Are you aware of the presence of any mold on the property?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	Are you aware of anything with mold on the property that has ever been covered or removed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
18	Are you aware if the property has ever been tested for the presence of mold?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19 Please explain any "Yes" answers you gave in this section:

<b>Asbestos Materials</b>		YES	NO	UNK
20	Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
21	Are you aware of any asbestos material that has been encapsulated or removed?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
22	Are you aware if the property has been tested for the presence of asbestos?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

23 Please explain any "Yes" answers you gave in this section:

<b>Other Environmental Concerns</b>		YES	NO	UNK
24	Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

25 Please explain any "Yes" answers you gave in this section:

**SUBDIVISION, CONDOMINIUM, VILLA, CO-OP, OR OTHER SHARED COST DEVELOPMENT (if applicable)**

26	Development Name	Conway Meadows		
27	Contact Name	Colleen Byington		
28	Phone #	314 576-3018		
28	Type of Property (check all that apply)	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Condominium
29	Mandatory Assessment #1	\$ 590 per	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
30	Mandatory Assessment #2	\$ per	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly
31	Mandatory Assessment(s) include:	<input checked="" type="checkbox"/> entrance sign/structure <input checked="" type="checkbox"/> street maintenance <input checked="" type="checkbox"/> common ground <input checked="" type="checkbox"/> snow removal specific to dwelling <input checked="" type="checkbox"/> snow removal common area <input checked="" type="checkbox"/> landscaping of common area <input checked="" type="checkbox"/> landscaping specific to dwelling <input type="checkbox"/> reception facility <input type="checkbox"/> clubhouse <input checked="" type="checkbox"/> pool <input checked="" type="checkbox"/> tennis court <input checked="" type="checkbox"/> exercise area <input checked="" type="checkbox"/> water <input checked="" type="checkbox"/> sewer <input checked="" type="checkbox"/> trash removal <input type="checkbox"/> doorman <input type="checkbox"/> cooling <input type="checkbox"/> heating <input type="checkbox"/> security <input type="checkbox"/> elevator <input checked="" type="checkbox"/> some insurance <input checked="" type="checkbox"/> real-estate taxes <input type="checkbox"/> other common facility <input type="checkbox"/> assigned parking space(s): how many 1 identified as in garage (middle-right) <input type="checkbox"/> other specific item(s): <input checked="" type="checkbox"/> Dwelling exterior maintenance covered by Assessment:		

	YES	NO	UNK
32 Are you aware of any existing or proposed special assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
33 Are you aware of any special taxes and/or district improvement assessments?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
34 Are you aware of any condition or claim which may cause an increase in assessment or fees?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
35 Are you aware of any material defects in any common or other shared elements?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
36 Are you aware of any existing indentures/restrictive covenants?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
37 Are you aware of any violation of the indentures/restrictions by yourself or by others?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
38 Is there a recorded shared driveway/street/road maintenance agreement?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
39 Is there a driveway/street/road that is not maintained by city or county? If so, please explain in description.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
40 Please explain any "Yes" answers you gave in this section:			

**UTILITIES**

Services	Current Provider	Phone #	Owned <input type="checkbox"/> Leased <input type="checkbox"/>	Avg Monthly Cost
41 Propane	N/A applicable	N/A	<input type="checkbox"/> Owned <input type="checkbox"/> Leased	N/A
42 Gas	N/A	N/A		N/A
43 Electric	Amgen			9.95-11.5
44 Water	provided by Condo			All in Condo fee
45 Sewer	provided by Condo			All in Condo fee
46 Trash	provided by Condo			All in Condo fee
47 Recycle	provided by Condo			All in Condo fee
48 Internet	Speck.com			All in Condo fee
49 Phone	AT&T			\$36.00 -

**HEATING, VENTILATION AND COOLING ("HVAC") SYSTEMS**

Type of Heating Equipment: *(about 8 months)*

50 Zone 1: Age *5* Brand *Salmiche*  Forced Air  Heat Pump  Radiant  Baseboard  Geo-Thermal  Other

51 Zone 2: Age Brand  Forced Air  Heat Pump  Radiant  Baseboard  Geo-Thermal  Other

Fuel Source of Heating Equipment:

52 Zone 1:  Natural Gas  Electric  Propane  Fuel Oil  Solar  Other

53 Zone 2:  Natural Gas  Electric  Propane  Fuel Oil  Solar  Other

Type of Air Conditioner:

54 Zone 1: Age *5* Brand *Central Electric*  Central Gas  Window/Wall (# of Units: )  Other

55 Zone 2: Age Brand *Central Electric*  Central Gas  Window/Wall (# of Units: )  Other

	YES	NO	UNK
56 Are you aware of any problems or issues with any part of the HVAC system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
57 Do you have any existing maintenance agreements in place?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
58 Are any areas of the home not covered by central heating /cooling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
59 With respect to the last service/repair made to the HVAC system, please describe in detail the scope of work, date, name of person/company who did the work and cost: <i>new system just installed (HVAC &amp; Furnace, Air Conditioning) 8 months ago.</i>			

60 Please explain any "Yes" or "Other" answers you gave in this section:  
*N/A*

**FIREPLACE(S)**

	YES	NO	UNK
61 Location 1: Room: <i>Great Room</i> Functional and properly vented? <i>never used</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Type: <input checked="" type="checkbox"/> Wood Burning <input type="checkbox"/> Gas Logs <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> UNK			
62 Location 2: Room: <i>N/A</i> Functional and properly vented?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Type: <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas Logs <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> UNK			
63 Location 3: Room: <i>N/A</i> Functional and properly vented?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Type: <input type="checkbox"/> Wood Burning <input type="checkbox"/> Gas Logs <input type="checkbox"/> Natural Gas <input type="checkbox"/> Propane <input type="checkbox"/> UNK			
64 Are you aware of any problems or repairs needed with any item in this section?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

65 Please explain any "Yes" or "No" answers you gave in this section:  
*Fire place never been used. Sold "as is, where is"*

**PLUMBING SYSTEM, FIXTURES AND EQUIPMENT**

66 Plumbing System:  Copper  PVC  PEX  Galvanized  Other: *N/A*

67 Water Heater 1: Age: *3 yrs* Location: *Closet* Tank Size: *Average*  Gas  Electric  Propane  Tankless  Other

68 Water Heater 2: Age: *N/A* Location: Tank Size:  Gas  Electric  Propane  Tankless  Other

UNK=Unknown

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69	Does the property have an ice-maker supply line? <i>but not working</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
70	Is property equipped with a Lawn Irrigation System? If yes, please provide date of last backflow device inspection certificate. <i>but condo has such S/S test</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
71	Are you aware of any problems or repairs needed in the plumbing system?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
72	Does property have a Swimming Pool/Spa/Hot Tub? <b>(If "Yes," attach Form #2180, Pool/Spa/Pond/Lake Addendum to Seller's Disclosure Statement.)</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
73	Please explain any "Yes" or "Other" answers you gave in this section: <i>Last in master bedroom, looking for a pump faucet on the ceiling. Looks good. No faucet in bathroom. Leaks around a tub faucet in master bathroom.</i>			
<b>WATER (If well exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)</b>				
74	What is the source of your drinking water? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Community <input type="checkbox"/> Well <input type="checkbox"/> Other			
75	If well, when was the water last tested? <i>N/A</i> Is test documented? <input type="checkbox"/> Yes or <input type="checkbox"/> No. If yes, please provide documentation.			
76	Do you have a water softener? <input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No. If yes, is it <input type="checkbox"/> Owned or <input type="checkbox"/> Leased. If leased, provide lessor and cost below.			
		YES	NO	UNK
77	Are you aware of any problems relating to the water system including the quality or source of water or any components such as the curb stop box?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
78	Please explain any "Yes" answers you gave in this section and water softener lease information if applicable: <i>N/A</i>			
<b>SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)</b>				
79	What is the type of sewerage system to which the house is connected? <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Septic <input type="checkbox"/> Aerator <input type="checkbox"/> Other If Other, please explain:			
80	If septic/aerator, when was system last serviced?			
		YES	NO	UNK
81	Is there a sewerage lift system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
82	Is there a sewerage grinder system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
83	Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
84	Please explain any "Yes" answers you gave in this section:			
<b>ELECTRICAL (Note: Certain types of electrical panels have been subject to recall)</b>				
<b>Type of Service Panel(s):</b>				
85	Panel 1: Amps Brand <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
86	Panel 2: Amps Brand <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
87	Panel 3: Amps Brand <input type="checkbox"/> Circuit Breakers <input type="checkbox"/> Fuses <input type="checkbox"/> Other			
<b>Type of Wiring:</b>				
88	Panel 1: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
89	Panel 2: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
90	Panel 3: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
		YES	NO	UNK
91	Are you aware of any problems or repairs needed in the electrical system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
92	Are you aware of any of the panels in services in the property being subject to recall or otherwise out of date?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
93	Please explain any "Yes" answers you gave in this section:			
<b>CONSTRUCTION</b>				
94	The property was originally constructed in: <i>1991</i> . Seller has occupied property from <i>7/1/2000</i> to <i>present</i>			
95	List all significant additions, modifications, renovations, & alterations to the property during your ownership below: <i>Brand new windows all around (including the sun deck, bedrooms) tile flooring, marble tops in kitchen, new carpeting in sun room and new HVAC system installed before (on roof)</i>			
		YES	NO	UNK
96	Were required permits obtained for the work described above?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
97	Please explain any "No" answers you gave in this section: <i>Condo Assoc took care of this.</i>			

UNK=Unknown

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FOUNDATION			
98	Type of Foundation:	<input checked="" type="checkbox"/> Concrete	<input type="checkbox"/> Cinder Block <input type="checkbox"/> Stone <input type="checkbox"/> Wood <input type="checkbox"/> Other:
99	Are you aware of any problems or issues with foundation?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
100	Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction, decks/porches or other load bearing components?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
101	Are you aware of any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
102	Are you aware of cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
103	Are you aware of any repairs to any of the building elements listed above?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
104	Were required permits obtained for any repairs described above?	<input type="checkbox"/> YES	<input type="checkbox"/> NO <input checked="" type="checkbox"/> UNK
105	Please explain any "Yes" answers you gave in this section, including location, extent, date and name of the person/company who did the repair or control effort:		
<b>BASEMENT AND CRAWL SPACE (Complete only if applicable)</b>			
106	Is the home equipped with a sump pit?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
107	Is the home equipped with a sump pump?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
108	Are you aware of any issues with sump pit(s) & pump(s)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
109	Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space or slab?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
110	Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
111	Please explain any "Yes" answers you gave in this section: <i>Could help some in garage, maintained by Condo</i>		
<b>ROOF, GUTTERS AND DOWNSPOUTS</b>			
112	What is the approximate age of the roof? <i>17y</i> Is it documented? If yes, please provide documentation.	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO <input type="checkbox"/> UNK
113	Are you aware of any active leaks to the roof?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
114	Has the roof ever leaked during your ownership?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
115	Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
116	Are you aware of any problems with the roof, gutters or downspouts?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
117	Does the property have multiple layers of roofing currently installed on any portion of the property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
118	Please explain any "Yes" answers you gave in this section and attach any documentation: <i>Roof replaced in 2003; improvements made to roof; gutters put in 2025; Elevator put in 2024; new Commercial HVAC 2024</i>		
<b>PESTS/TERMITES/WOOD DESTROYING INSECTS</b>			
119	Are you aware of any pests, rodents or termites/wood destroying insects impacting the property and improvements?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
120	Are you aware of any uncorrected damage to the property caused by above?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
121	Are you aware of any control reports for the property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
122	Are you aware of any control treatments to the property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
123	Is your property currently under a warranty contract by a licensed pest/termite control company? If so, when does it expire and what is the renewal costs?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
124	Please explain any "Yes" answers you gave in this section:		
<b>SOIL AND DRAINAGE</b>			
125	Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
126	Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
127	Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect the property?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
128	Are you aware of any Post-construction Stormwater Best Management Practices (BMPs) on the property? (BMPs are private stormwater management facilities which include a recorded formal Maintenance Agreement with the Metropolitan Sewer District, e.g., retention ponds, rain gardens, sand filters, permeable pavement)	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO <input type="checkbox"/> UNK
129	Please explain any "Yes" answers you gave in this section:		

UNK=Unknown

BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page

*SC* *SC*  
SELLER SELLER

SURVEY AND ZONING				YES	NO	UNK
130	Do you have a survey of the property? If yes, please attach.			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
131	Does the survey include all existing improvements on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
132	Are you aware of any shared or common features with adjoining properties?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
133	Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
134	Is any portion of the property located within the 100-year flood hazard area (flood plain)?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
135	Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
136	Please explain any "Yes" answers you gave in this section:					
INSURANCE				YES	NO	UNK
137	Are you aware of any claims that have been filed for damages to the property? (i.e., roof, flood, fire, casualty, etc.)			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
138	If "Yes," please provide the following information for each claim: date of claim, description of claim, repairs and/or replacements completed.					
APPLIANCES/EQUIPMENT				(Seller is not agreeing that all items are being offered for sale; mark N/A if not applicable)		
139	Range/Stove	<input type="checkbox"/> N/A	Age 10	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	
140	Oven	<input type="checkbox"/> N/A	Age 10	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	
141	Cooktop	<input type="checkbox"/> N/A	Age 10	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	
142	Outdoor Grill	<input checked="" type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
143	Dryer Hookup	<input type="checkbox"/> N/A		<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Electric	
144	Built in Microwave	<input checked="" type="checkbox"/> N/A	Age			
145	Built in Refrigerator	<input checked="" type="checkbox"/> N/A	Age			
146	Dishwasher	<input checked="" type="checkbox"/> N/A	Age 1			
147	Garbage Disposal	<input checked="" type="checkbox"/> N/A	Age			
148	Trash Compactor	<input checked="" type="checkbox"/> N/A	Age			
149	Electric Pet Fence	<input checked="" type="checkbox"/> N/A	# of collars			
150	Gas Powered Exterior Lights	<input checked="" type="checkbox"/> N/A	# of lights			
151	Security System/Cameras	<input checked="" type="checkbox"/> N/A		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased	
				YES	NO	UNK
152	Are you aware of any items in this section in need of repair or replacement?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
153	Please explain any "Yes" answers you gave in this section:					
MISCELLANEOUS				YES	NO	UNK
154	Has the property been continuously occupied during the last twelve months? <i>5/16 been in 10m+ years</i>			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
155	Is the property located in an area that requires any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
156	Is the property located in an area that requires any specific disclosure(s) from the city or county?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
157	Is the property designated as a historical home or located in a historic district?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
158	Is property tax abated? If yes, attach documentation from taxing authority.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
159	Are you aware of any pets having been kept in or on the property? Explain below.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
160	Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
161	Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass? Explain below.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
162	Are you aware if carpet has been laid over a damaged wood floor? Explain below.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
163	Are you aware of any existing or threatened legal action affecting the property? Explain below.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
164	Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property? Explain below.			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
165	Please explain any "Yes" answers you gave in this section:					

UNK=Unknown

BUYER BUYER

Initials BUYER and SELLER acknowledge they have read this page.

SELLER SELLER

166  
167  
168  
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170  
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172  
173  
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175  
176

**ADDITIONAL COMMENTS**

Seller attaches the following document(s): \_\_\_\_\_

**SELLER'S ACKNOWLEDGEMENT:**

Seller acknowledges that he has carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge. Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and their licensees to furnish a copy of this statement to prospective Buyers.

*Elaine Cousins, by Steve Cousins, POA*

SELLER SIGNATURE      08/15/2025      DATE



SELLER SIGNATURE      DATE

*ELAINE COUSINS, by Steve Cousins, POA*

Seller Printed Name

Seller Printed Name

**BUYER'S ACKNOWLEDGEMENT:**

Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker is not an expert at detecting or repairing physical defects in property.

BUYER SIGNATURE      DATE

BUYER SIGNATURE      DATE

\_\_\_\_\_  
Buyer Printed Name

\_\_\_\_\_  
Buyer Printed Name

This document has legal consequences.  
If you do not understand it, consult your attorney.  
The text of this form may not be altered in any manner  
without written acknowledgement of all parties.

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Approved by Counsel for St. Louis REALTORS\*  
To be used exclusively by REALTORS\*

Form # 2091a 01/20

**SELLER'S DISCLOSURE STATEMENT, ADDENDUM # 1**

1 Property Address: 14316 Conway Meadows Court E #202, Chesterfield

2 Original Seller's Disclosure #: \_\_\_\_\_

3 Seller revises the previous Seller's Disclosure Statement, signed by Seller on 08/15/2025 (date), by making the following  
4 further disclosure(s):

5 Page # 29 Section: Subdivision, Condominium, Villa, Co-Op, or other Shared Cost Development

6 Description: \$640.00/monthly

7 \_\_\_\_\_

8 Page # \_\_\_\_\_ Section: \_\_\_\_\_

9 Description: \_\_\_\_\_

10 \_\_\_\_\_

11 Page # \_\_\_\_\_ Section: \_\_\_\_\_

12 Description: \_\_\_\_\_

13 \_\_\_\_\_

14 Seller attaches the following document(s):

15 \_\_\_\_\_

16 \_\_\_\_\_

17 \_\_\_\_\_

18 \_\_\_\_\_

19 \_\_\_\_\_

20 \_\_\_\_\_

21 Steven N. Cousins  
22 SELLER SIGNATURE DATE

dotloop verified  
02/11/26 2:49 PM PST  
FSFJ-URSW-MYOD-NCYJ

SELLER SIGNATURE DATE

23 Steven N. Cousins  
24 Seller Printed Name

Seller Printed Name

25 Buyer(s) acknowledges receipt of this Seller's Disclosure Statement Addendum.

26 \_\_\_\_\_  
27 BUYER SIGNATURE DATE

BUYER SIGNATURE DATE

28 \_\_\_\_\_  
29 Buyer Printed Name

Buyer Printed Name

This document has legal consequences.  
If you do not understand it, consult your attorney.  
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Form # 2049 07/24

**DISCLOSURE OF INFORMATION ON  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

1 PROPERTY: 14316 Conway Meadows, East, Unit 209, Chesapeake, MO 63017

**Lead Warning Statement**

3 Every Buyer of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may  
4 present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children  
5 may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired  
6 memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide  
7 Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any  
8 known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

10 (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

- 11  Seller has no knowledge of lead-based paint and/or lead-based paint hazards
- 12  in the housing
- 13  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

16 (b) Records and reports available to Seller (check one below):

- 17  Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based
- 18 paint hazards in the housing (list all documents below):

21  Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Buyer's Acknowledgment (initial appropriate blanks)**

23  Buyer has received copies of all information listed above. (leave blank if none provided to Buyer.)

25  Buyer has received the pamphlet Protect Your Family From Lead in Your Home.

27 Buyer has (check one below):

- 28  Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of
- 29 lead-based paint or lead-based hazards; or
- 30  Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint
- 31 hazards.

**Agent's Acknowledgment (initial)**

33  Agent has informed Seller of Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.  
34  (Completed by listing agent or if not listed, agent assisting Buyer.)

**Certification of Accuracy**

36 The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true  
37 and accurate.

38  DATE  
39 BUYER SIGNATURE

40 Buyer Printed Name

42  DATE  
43 BUYER SIGNATURE

44 Buyer Printed Name

46  DATE  
47 SELLING AGENT SIGNATURE

48 Selling Agent Printed Name

\*  DATE  
SELLER SIGNATURE

\* Elaine Cousins, by Julie Cousins, POA  
Seller Printed Name 08/15/2025

DATE  
SELLER SIGNATURE

Seller Printed Name

Juli-Ann Felsher  
dotloop verified 11/17/25 4:04 PM CST DSP3-QZJN-OMXX-DHWH  
 DATE

Juli-Ann Felsher  
Listing Agent Printed Name

50 (NOTE: Any reference to Agent also includes a licensee acting as a Transaction Broker)

Ⓢ Since Elaine's stroke, I, Julie Cousins, her son, with power of attorney, have answered all these questions with her full input and advice. She remains cognitively sharp, just physically challenged. Julie Cousins

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**  
**POLICY AND PROCEDURE MANUAL**

**INTRODUCTION**

The purpose of this Policy and Procedure Manual is to inform condominium owners about the Conway Meadows Condominium Association policies which are most frequently addressed. This Policy Manual does not constitute a contract or agreement. From time to time there may be changes to these established policies.

CONWAY MEADOWS CONDOMINIUM ASSOCIATION (CMCA) is a way of life which occupants of the 181 units have opted to enjoy. Of this number, 72 units are located in three (3) Midrise buildings and 109 units are Townhomes. The Townhomes are connected in buildings with two (2) to five (5) units each.

The 181 condominium units and the 34 lot owners of CONWAY MEADOWS ESTATES, combined, make up 215 equal shareholders in the CONWAY MEADOWS COMMONS ASSOCIATION.

Conway Meadows Condominiums is a residential community. Business is not permitted to be conducted from a residence in Conway Meadows. No soliciting is allowed, and public sales of any type are forbidden.

CMCA contracts for operational management. The contractor provides a Community Manager who is responsible for day-to-day management and reports directly to the CMCA Board of Managers.

CMCA utilizes independent contractors to perform specified tasks including landscape maintenance; grass mowing; tree and shrub trimming/removal and replacement; leaf and debris removal; snow removal; and repair and maintenance of the underground sprinkler system.

**DECLARATION OF CONDOMINIUM AND BY-LAWS**

The governing document for the administration and operation of CMCA is the Declaration of Condominium and By-Laws. The original document, filed prior to the closing of the first unit has been superseded completely by the revised and consolidated Declaration of Condominium and By-Laws filed with the St. Louis County Recorder of Deeds on August 5, 1998. Common elements are defined and responsibilities for maintenance have been assigned in accordance with the latest recommended condominium procedures consistent with the provisions of the Missouri Uniform Condominium Act, Chapter 449 RSMO, which was enacted in September of 1983 to revise and up-date the original Missouri Condominium Act, enacted in 1963.

Ownership of a condominium unit in Conway Meadows includes the unit owner's responsibility to obey the By-Laws, Rules, and Policies of CMCA.

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**  
**POLICY AND PROCEDURE MANUAL**

**BOARD OF MANAGERS**

The Board of Managers of CMCA is made up of three (3) Midrise and four (4) Townhome unit owners who have been elected and who have pledged to manage the community in the best interest of all the owners by following procedures and regulations as established by the recorded Declaration of Condominium and By-Laws.

The members of the CMCA Board of Managers are volunteers. They receive no compensation for their services. They are elected and serve two-year terms beginning in July. Four members (2 from Midrises and 2 from Townhomes) are elected one year; three members (1 from Midrises and 2 from Townhomes) the next year.

The primary responsibility of the Board of Managers is to interpret and enforce Declaration of Condominium and By-Laws of CMCA.

Other responsibilities of the Board of Managers include:

- Oversee and be fiscally responsible in the use of funds
- Prepare and approve the annual operating budget
- Oversee the management of CMCA operations
- Define the personnel policy and oversee its adherence
- Receive and consider requests, suggestions and opinions of residents
- Attend monthly and other called meetings.

**MONTHLY ASSESSMENT FEES**

CMCA assessment fees (and special assessment fees when applicable) are due on the 1<sup>st</sup> day of each month or, without penalty, no later than the 15th of each month. Fees not received by the 15th of month will have a 10% penalty fee levied.

Each unit owner is supplied with a coupon book(s) and 12 envelopes. These are to be mailed to the bank lockbox. Unit owners are also given the option, arranged through the Community Manager, of having monthly fees automatically withdrawn from their bank accounts for transfer to the CMCA bank account.

The Condominium Assessment Fees include:

- Insurance coverage as described in Addendum A;
- Compensation of employees; contract fees for property management and administrative operating expenses; grounds keeping, water, sewer service, common ground sprinkler system, trash removal service; and exterior maintenance of Townhome and Midrise buildings;
- In the Midrise buildings, common area heating and air conditioning, custodial services, common area pest control, elevator maintenance and garage cleaning; and
- Amenities such as the clubhouse, swimming pool and tennis courts.

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**  
**POLICY AND PROCEDURE MANUAL**

**DELINQUENCY POLICY**

A 10% late charge is imposed on monthly installments of the operating and special assessments when received after the 15<sup>th</sup> day of the month.

The procedure for collection of delinquent assessments and late charges is:

If payment in full, of the monthly fee plus the late charge, is not received within thirty days of the day the monthly installment of annual assessment is payable, the Community Manager will send a letter to the owner advising of the delinquency and requesting payment.

If payment in full of two months installments of monthly fees plus late charges is not received by the 15<sup>th</sup> day of the second month, a second notice will be sent to the owner.

If payment in full of three months installments, monthly fees plus late charges, is not received by the 15<sup>th</sup> day of the third month, the obligation to pay the remaining installments for the current year will be accelerated, a lien will be filed against the property, and the account will be forwarded to an attorney for collection.

Note that, in addition to the imposition of a lien, Section 14 of the By-Laws provides that the obligation to pay assessment fees and late charges is a personal obligation of unit owners at the time payment is due and the unit owner is personally responsible for the payment.

**MAINTENANCE AND REPAIR OF UNITS**

Perhaps the most confusing and, therefore, the least understood portions of the By-Laws of CMCA are those provisions that differentiate among several varieties of property within Conway Meadows. While they may be confusing, it is vital that they be understood because those provisions govern many determinations such as where and to what extent unit owners or CMCA, acting by and through its Board of Managers, may exercise dominion, and whether an individual unit owner or CMCA is responsible for maintenance and repair.

The By-Laws divide the property into three basic categories:

- (a) **Common Elements** are the entire property, however, because of further divisions into Building Limited Common Elements and Unit Limited Common Elements, the Common Elements should be considered to be all portions of the property other than the buildings in which the units are located and the units within those buildings. For these purposes, included (by way of example and not exhaustive) in the Common Elements are all roads, alleys, general walkways, lawns, planting areas, sprinkler system, perimeter fencing and gates, signs, and street lights.

All decisions, including costs of maintenance and repair, with respect to the Common Elements, as so considered, are the responsibility of CMCA acting by and through the

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**  
**POLICY AND PROCEDURE MANUAL**

Board of Managers and, absent prior approval of the Board of Managers, individual unit owners should not exercise dominion over any portion of those Common Elements.

In the preparation of the annual budget, the related expenses for the Common Elements are allocated among all unit owners and are reflected in the annual operating assessments.

- (b) **Building Limited Common Elements** are those portions of the Common Elements that are allocated for the exclusive use or benefit of the unit owners of either the Midrise Units collectively or the Townhome Units collectively. The three buildings housing the 72 Midrise Units and the 33 buildings housing the 109 Townhome Units are all Building Limited Common Elements.

In and around the three Midrise Buildings are additional Building Limited Common Elements including (by way of example and not exhaustive) common entrances, interior hallways, garages, garage door opening devices, elevators, storage areas, driveways, walkways other than general walkways, parking areas, structural elements, roofs, exterior surfaces and other common areas not present in and around the Townhome Buildings.

In and around the 33 Townhome Buildings are additional Building Limited Common Elements including (by way of example and not exhaustive) exteriors of garages, structural elements, roofs, exterior surfaces, the walls and railings surrounding courtyards and decks, front walkways, steps and porches leading into individual Townhome Units, and other common areas deemed Building Limited Common Elements of and for the Townhome Units.

All decisions, including costs of maintenance and repair, with respect to the Building Limited Common Elements for all of the 36 buildings housing the Midrise Units and the Townhome Units, and in and around those buildings, are the responsibility of CMCA acting by and through the Board of Managers and, absent prior approval of the Board of Managers, individual unit owners should not exercise dominion over any portion of the Building Limited Common Elements.

In the preparation of the annual budget, the related expenses for the Building Limited Common Elements of and for the Midrise Units are allocated among the owners of the Midrise Units and those of and for the Townhome Units are allocated among the owners of the Townhome Units, and are reflected in the respective annual operating assessments.

- (c) **Unit Limited Common Elements** are defined as portions of the Common Elements allocated for the exclusive use of one or more, but fewer than all, of the units but, basically, Unit Limited Common Elements are the units themselves. Included (by way of example and not exhaustive) are (1) all lath, furring, wallboard, plasterboard, plaster, paneling tiles, wallpaper, paint, finished flooring, and other materials constituting any part of the finished interior surfaces of individual Midrise Units and Townhome Units

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(excluding, however, other portions of the walls, floors and ceilings, including structural components, which are considered Building Limited Common Elements), (2) any chute, flue, duct, wire, conduit or any other fixture that is partially within and partially outside of a unit to the extent it serves that unit, (3) subject to the limitation of (1), above, interior partitions and other fixtures and improvements within the boundaries of a unit, and (4) any shutters, awnings, window boxes, doorsteps, attics, basements, man and overhead garage doors, garage door mechanisms and openers, exterior doors and windows (including, but not limited to, basement windows of Townhome Units and related window wells and window well drains), horizontal surfaces of stoops, porches, patios and enclosed yards, and other fixtures designed to serve a single unit that are within or outside of the Unit's boundaries.

Generally, but subject to limitations, decisions, including cost of maintenance and repair, with respect to Unit Limited Common Elements of each Midrise Unit and each Townhome Unit are the responsibility of the owner of the unit in question. To the extent that it becomes necessary or appropriate for the Association, acting by and through the Board of Managers, to undertake the repair and/or maintenance of any Unit Limited Common Elements because an owner has failed or refused to meet his or her responsibilities, then all related costs incurred by the Association shall be charged to and be the responsibility of the owner or owners of the unit or units involved.

Moving away from the technical aspects, generally it may be said that unit owners may exercise dominion over the *interiors* of their units, including painting, paneling, wallpapering and otherwise decorating the interior surfaces of walls, ceilings, floors and doors, and the erection and removal of interior partitions, provided that, interior partitions that are structural must not be removed or modified without the prior written approval of the Board of Managers as doing so could affect the structural integrity of the building, and provided further that unit owners must not materially change common walls between units as such walls are fire barriers and their integrity must be maintained. But the dominion of unit owners ends when they leave their units. Unit owners should not place anything (signs, furniture, flower pots, other decorative items, etc.) in the initial Common Elements without first obtaining approval of the Board of Managers.

Even Townhome courtyards and the garages of both the Midrise and Townhome Units are subject to certain regulations. Unit owners should maintain areas appurtenant to their units in a clean and proper condition. No objects or structures other than movable furniture should be placed in or on Townhome courtyards or porches without the prior written approval of the Board of Managers.

From time to time, there may arise circumstances in which both CMCA and a unit owner have repair responsibility when, for example, a storm causes a roof to leak and the leak damages interior improvements. Except in very unusual circumstances, CMCA is responsible for the repair of the roof and the unit owner is responsible for interior repairs.

Unit owners are responsible for the supervision of contractors they engage and care should be taken so that the work of unit owner contractors does not inconvenience other unit owners.

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**  
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Contractors engaged by unit owners should confine their work to the interiors of the units and to the courtyards of Townhome Units, and should not utilize the common areas for such purposes. Contractors doing work that requires the disposal of items, such as tile, carpet and other large items must make arrangements for the disposal of such materials and may not utilize the trash disposal facilities of the CMCA. Prior written approval of the Board of Managers is required for the placement of dumpster units in a street or other common area.

Unit owners must not engage contractors of any sort with the expectation that all or any portion of the cost will be borne or reimbursed by CMCA.

Unit owners need to be cognizant of the fact that the appearances of their window dressings, courtyards, decks, balconies, seasonal decorations, have an effect on the appearance of Conway Meadows generally. It is preferred that common areas not be decorated by unit owners. There should be no plantings in common areas unless specifically authorized by the Board of Managers. Similarly, as the care and maintenance of the common areas is a CMCA responsibility, unit owners must not unilaterally make or cause to be made exterior landscaping changes, manipulate the sprinkler system, etc. Written requests for such changes will be considered by the Board of Managers and, if approved, will be scheduled according to priorities.

**METHOD OF REQUEST FOR BOARD CONSIDERATION**

Unit owners must not hire, employ or contract for inspection, repairs or improvements to any part of their unit, courtyard or common ground with the expectation of being reimbursed by CMCA. All contracts which are to be paid from CMCA funds must have approval of the Board of Managers prior to commencement of any work.

No matter will be considered for action until a letter of request is presented to the Board of Managers in adequate time to be placed on the agenda of the next regular meeting.

In most instances matters brought to the attention of the Board of Managers in this manner will be considered promptly.

Although the Community Manager and the CMCA Maintenance Department observe many things in the community, it is helpful if unit owners report "common area" problems. The request will be placed on a work order.

Unit owners should not seek out the maintenance staff or landscaping contractor or workers for immediate service. These workers receive their scheduled tasks from the Community Manager only.

**UNIT OWNER VACATION OR EXTENDED ABSENCE**

A Vacation/Extended Absence Form should be completed by unit owners prior to their leaving for vacation or for other extended periods of time and mailed, faxed or delivered to the Community Manager.

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**  
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Of special importance is the person(s) to be notified in case of any local emergency. Newspaper deliveries should be cancelled unless arrangements have been made for someone to collect any newspapers left at the residence.

**FIRE CODE**

The fire code bans charcoal burners and other open-flame cooking devices (LP gas burners having an LP-gas container with a water capacity greater than 2.5 pounds, nominal 1 pound LP-gas container) which must not be located on balconies, combustible decks or within 10 feet of combustible construction.

Streets, alleys and cul-de-sacs within Conway Meadows must be clear at all times to allow access for fire trucks and emergency vehicles.

**PET POLICY**

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 one (1) dog, or one (1) cat, or two (2) birds or one (1) other household animal, may be kept in a unit as a pet. There shall be no structure for such animal outside the unit at any time. 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 shall be permanently removed by the owners upon written notice by the Board of Managers. No animals shall be permitted to run at large in any area of the condominium except within the unit of the owner. The Board of Managers may from time to time establish rules and regulations pertaining to the keeping of animals which are not inconsistent with the provisions of the Declaration of Condominium and By-Laws, and such rules and regulations shall be binding on the unit owners and occupants.

According to the St. Louis County Rabies Law, dogs must be kept on a leash not over six feet long, or behind a tight fence (e.g., within the area of a courtyard). Dogs may not be leashed or staked out in any common area.

Pets should be walked outside the perimeter fence or if walked within the fence then only on streets and alleys, and not on lawns or sidewalks inside the perimeter fence. It is the responsibility of the pet owners or walkers to remove pet waste immediately from Conway Meadows common areas, including the walk area outside the perimeter fence.

The observer of a violation must put the observation in writing addressed to the Board of Managers. The Community Manager shall have authority to pursue legal remedies for violations as allowed and provided for in the St. Louis County Animal Control Code.

Unit owners in violation of the CMCA pet limit, who have two or more pets, should comply with the limits as soon as possible. Upon the removal or death of a pet, replacement of the pet which would violate the policy will not be permitted.

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No animals are allowed in the pool or tennis court areas under any circumstances.

**Requirements and restrictions**

- Pet owners are responsible for removing their pet's wastes from the common areas. Pet wastes and odors shall not be permitted to accumulate in units so as to create unattractive or unsanitary conditions.
- No pet shall be permitted to bark, howl, whine, or make other noises for such a time as it disturbs neighbors' rest or enjoyment of their home.
- No pet shall be left unattended on a balcony or courtyard for extended periods of time.
- Except when within its Owner's unit, a pet must be carried or on a leash that enables close control of the pet and attended by a responsible person.
- No animal may be leashed or tied to any object in the common areas.
- Pet owners are fully responsible for any property damage, personal injuries, or disturbances their pet may cause or inflict.
- Pets may not be kept or maintained for commercial or breeding purposes.
- Every female dog or cat, while in heat, shall be kept confined inside the unit in such a manner that she will not be in contact with other dogs or nor create a nuisance by attracting other dogs or cats.
- All pets having access to the common areas must have a St. Louis County pet license and inoculated as required by law.
- Owners who lease their property shall obtain from the lessee a written agreement (whether on the lease from itself or in a separate document) to abide by these rules and shall submit a copy of that agreement to the Community Manager.

**Nuisances**

The following behavior shall be considered nuisances and the grounds for filing a complaint:

- Pets allowed to run at large.
- Pets allowed to damage, soil, defecate on or defile the common areas or private property.
- Unsanitary, dangerous or offensive conditions created by a pet either inside a unit or anywhere in the common areas.
- Ordering or allowing a pet to molest, attack, or otherwise interfere with the freedom of movement of people on the common areas, and including chasing vehicles, attacking other pets, or other kinds of disturbance.
- Pets making or causing noise of sufficient volume to interfere with other residents' rest and peaceful enjoyment of their property.

**INSTALLATION OF SATELLITE DISHES**

The owner(s) of a Conway Meadows Townhome unit may install and maintain a satellite dish totally within the courtyard or deck, and not attached to the roof of the unit, and the owner(s) of a Conway Meadows Midrise unit may install and maintain a satellite dish totally within the porch of the unit, if any such installation and maintenance conforms to all of the provisions of

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this policy and to all the applicable regulations now or hereafter promulgated by the Federal Communications Commission and other governmental authority with appropriate jurisdiction.

All satellite dishes installed within units of Conway Meadows shall be as small as reasonably available, shall be not larger than one meter (39.37 inches) in diameter, shall be of a color that is the same as or blends with the color(s) of surrounding materials, and, to the extent reasonable, shall be so located and/or shielded so as to limit their being visible from outside the Townhome courtyard or deck or Midrise porch involved. The installation and maintenance of all satellite dishes within Conway Meadows units shall be accomplished in a manner that is both safe and consistent with all applicable codes. All contractors that install and/or maintain satellite dishes within Conway Meadows must be licensed if required by a governmental authority having jurisdiction and shall carry insurance with appropriate limits. Any such installation and maintenance must not encroach on any portion of Conway Meadows that is not within the exclusive use or control of the installing unit owner, and installing unit owners agree that any portion of their satellite dish apparatus, including wiring, that, without the Board of Managers' prior authorization, extends into, on, over or through any portion of common elements of Conway Meadows may be removed at the expense of those unit owners.

It is recognized that roofs of Conway Meadows Midrise buildings are areas over which Midrise unit owners do not have exclusive use or control and that, by reason of location, satellite dishes in the porches of some Midrise units may not produce the desired result. In such situations, the Board of Managers will, upon application, grant authorization, subject to reasonable conditions, for unit owner installation of a satellite dish on the roof of the building in which the unit is located, with related wiring to follow the path specified by the Board of Managers. If, at some future time, the Board of Managers should authorize the installation of a central satellite dish or antenna on the roof of a Midrise building, the Board may require use of that central service in lieu of unit owners' installing and/or maintaining their own satellite dishes.

**WATER USAGE**

Even though water seems to be free, the Association pays for every gallon that is used. In addition, sewer fees are directly computed on water volume used.

Conservation measures should be practiced to mitigate the effects of rising water costs. Unit owners are asked to conserve when they use water, such as watering plants, washing cars, etc.

**EMPLOYEES OF THE ASSOCIATION**

It is necessary that CMCA employees perform their assigned tasks in a timely manner. All requests for maintenance must be sent to the Community Manager in writing. CMCA employees should not be asked to perform tasks that are the responsibility of unit owners.

CMCA employees are permitted to perform maintenance services for residents outside working hours, if they so choose and at the unit owner's expense.

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**  
**POLICY AND PROCEDURE MANUAL**

**VEHICLE SPEED LIMIT AND PARKING**

Unit owners are expected to observe the posted speed limit. Unit owners should also take steps to advise guests to observe the speed limit. Even more caution should be exercised in the alleys.

These streets and alleys are not thoroughfares and, when the speed limit is not observed, pedestrians, other automobiles, as well as residents leaving their garages are at risk.

The By-Laws ban overnight parking of trucks, campers, motor homes, trailers, boats, recreational vehicles and commercial vehicles or equipment of any type except in garages or in a special parking area so designated, in writing, by the Board of Managers.

Automobiles should be parked with their right wheels against the curb and, to prevent damage to lawn sprinklers, not on the grass.

**SIGNS**

No sign of any kind shall be displayed on common area ground. Realtor signs must be displayed in windows only. However, if a unit listed with a realtor is scheduled for an "open house", the realtor may place one sign outside the unit on common ground in front of the Townhome unit or Midrise building, but only for the period of time of the "open house".

**CONDOMINIUM RESIDENTS DIRECTORY**

At least annually, the Board of Managers publishes a Directory of unit owners in the Conway Meadows Condominiums listing the current resident name, address, and telephone number.

The Directory is to be used only by the unit owners as a convenience in social contact or Condominium matters. It shall not be used for commercial purposes or for solicitations.

The Association, the Board of Managers, the CMCA employees and its agents shall have no responsibility or liability for the accuracy or misuse of the Directory.

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***MIDRISE UNIT OWNER POLICIES***

**Garage Parking**

All cars should be parked between the yellow lines to allow unit owners enough space to open car doors or to remove items from their cars.

The garages are not intended for storage. If personal items need to be stored, the unit storage locker is provided for that purpose.

The aisles and the wash bay area are not designated as parking space.

Grocery carts, provided for the use of all unit owners within the building, are for groceries and small items only and should be returned to the garage as soon as possible.

**Garage Doors**

Midrise garage doors are equipped with sensitive photo-electric cells to prevent the doors from closing if an automobile or person is in the door opening. If the door is closing and the light beam is broken, the door will immediately stop, reverse, and go to the full open position. If the photo-electric cells are knocked out of line or damaged, the doors will not close; therefore, caution should be taken when driving through the openings. To lower the door, depress the button on the control unit.

Garage doors should be closed after entering the garage and after exiting. Caution should be taken at these times to ensure that another vehicle is not also entering or exiting.

Automobiles must not be left running even if the garage doors are open. Carbon monoxide is deadly and can filter into any space.

**Lobbies**

Both the inner and the outer lobby doors of the Midrise buildings should be closed at all times. The inner lobby door should remain locked. The doors should not be propped open for any reason, other than to pick up mail and newspapers.

**Elevator Use and Care**

Moving van and other large-item deliveries are to be made through the garage only. The unit owner should contact the Community Manager for moving procedures in and out of units. If large articles are to be moved via an elevator, the maintenance department should be notified at least one week day in advance so that pads can be installed to protect the elevator walls from damage. Carpet runners may also be necessary to protect the common corridor carpeting.

Boxes and debris should never be left near the elevator. This is a violation of the Fire Code. These discards should be placed in the outside dumpster.

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**Balconies**

For safety of the common grounds surrounding the buildings, flower pots should not be placed on the outside railing of the balcony.

Curtains, awnings, window installation or any other changes to the balcony must be approved by the CMCA Board of Managers.

Balconies are not be used for laundry purposes or for outdoor cooking.

**Trash Rooms**

The trash chutes should be used for disposable cartons, books or boxes. If the boxes cannot be broken down by the unit owner to fit through the chute, these should be deposited directly into the dumpster. The trash rooms are to be free of litter.

It is the unit owner's responsibility to contact the waste hauling contractor directly for the disposal of large or special items. These should never be left in the trash room, the garage or near the dumpster.

**Contract Work in Units**

Unit owners should contact the Community Manager, prior to the beginning of any construction, with the contractors name and the dates during which work will be done. The Community Manager can notify the staff and ensure that measures are taken to protect common areas.

If the contractor's work requires the disposal of items, such as tile, carpet and other large items, these must be removed by the contractor. These items must not be deposited in the dumpsters, which are provided for unit owner use only. If the work requires the use of a contractor's dumpster, the Community Manager must approve this prior to the work beginning and for a specified period of time.

The contractor should be requested to provide a floor covering mat outside the unit in the common hallway to prevent tracking debris in public areas or damaging the carpeting. If the contractor does not have mats available, the unit owner should contact the Community Manager in advance of the work. Any mats used in the common corridor should also be secured to prevent anyone tripping on the edges. The unit owner is responsible for any damage to the common area.

**Smoking**

Smoking is not permitted in the building entrance walkway or the enclosed common areas including hallways, lobbies, stairways, elevators or garages.

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**Common Area Activity**

Outdoor cooking is only permitted in areas at least ten feet from the building. Furniture and equipment shall not be left on the grounds and should be stored by the unit owner.

**Fireplace Wood**

Fireplace wood must not be stored in locker rooms, in the garage or against a building wall.

**10 PM to 8 AM Curfew**

Common walls are not soundproof. Therefore unit owners should be considerate of neighbors by taking into account any activity which has an elevated level of sound, such as, sound systems, laundry, vacuum, or use the dishwasher.

**Storage Areas**

Garage and upper level storage areas are intended to be used solely as additional storage for unit owners, unless otherwise authorized by the Board of Managers.

**Signs and Announcements**

Only posters, signs or announcements authorized by the Board of Managers or the Community Manager may be posted within the common areas of the buildings.

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION  
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***TOWNHOME UNIT OWNER POLICIES***

**Basement Repair**

The Association's responsibility for basement repair and maintenance in the Townhomes shall be as follows:

Because a completely dry basement cannot be guaranteed, the following rules shall apply in regard to such basements:

1. The structural integrity of any basement shall be the responsibility of the Association and repairs to insure such integrity shall be made from Association funds.
2. All additions to or remodeling of any basement shall be at the owner's own risk. The Association shall in no way be responsible for any damage resulting from water, for rain seepage or leakage, or for damage from insects, rodents or other animals.
3. Water seepage caused by hydrostatic pressure is a natural occurrence and shall not be considered an Association responsibility. Drainage problems should be corrected to alleviate the problem.
4. Since shrinkage cracks are not unusual in concrete foundation walls, only those cracks exceeding 1/8" will be repaired by the Association. These repairs will be made only after access is made available to them by the owner, or resident, if a wall of any kind has been installed over the original concrete wall. A wall shall be considered as anything blocking easy, normal access to the area needing repair. All expenses for removing such walls, and their reinstallation shall be borne exclusively by the owner or resident.
5. If a Townhome has a finished basement and it is found to have termites, the expense of treating the finished basement will be the unit owner's responsibility.

**Fireplace Wood**

Fireplace wood should be stored on the exterior of the unit at least one (1) foot from the foundation of the condominium or the garage, preferably on cement blocks or bricks.

Fireplace wood must not be stored abutting the foundation wall of either the unit or garage, inside the basement or inside the garage.

**Termites**

The courtyards of the Townhome units shall have no landscaping, mulch, or dirt within 4 inches of any siding. CMCA will not be responsible for damage caused by termites in Townhome units or Townhome garages where the landscaping, mulch, dirt or firewood exceeds the required limits.

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If a Townhome has been treated for termites, the ground around this unit should not be disturbed to allow the termite treatment to become effective.

**Alteration, Construction or Removal in Common Area**

Nothing shall be altered, constructed in or removed from the common areas and facilities except on the written consent of the CMCA Board of Managers.

The trees and shrubs on the common ground adjacent to Townhome units is common area not unit specific.

**Parking**

Each Townhome has a two-car garage. Overnight, cars and trucks are to be parked in those garages, and not on the streets, alleys or on the parking pads.

Emergency vehicles need access to streets at all times, day and night. Parking on the street restricts traffic flow and inconveniences the guests or service vehicles of other Townhome owners. Street parking should be limited to guest parking. These cars should be parked with their right wheels to the curb, and not on the lawns where sprinkler heads can be damaged.

Street parking is not permitted in cul-de-sacs. The cul-de-sacs must be kept clear at all times for emergency vehicles and mail delivery. The streets leading into the cul-de-sacs are narrow and cars may be parked on only one side of those streets. Service vehicles and contractor's trucks should utilize the parking pads. The parking pads are not assigned to any unit and are intended for guest use and temporary parking.

It is the unit owner's responsibility to ensure that guest or service vehicles comply with these provisions.

**Alley Parking**

Parking in the alley is not permitted. The alleys are the arteries for unobstructed mail delivery, trash pickup, maintenance vehicles, emergency vehicles, and in consideration of other unit owners' access to garages.

**Waste Hauling and Recycling**

Trash and recycling containers should be outside the garage/gate area by 8 a.m. on the day designated for pickup. These should be removed from alleys as soon as possible after a collection has been made.

The unit owner must contact the waste hauler directly for information and instructions regarding pickup of any large or special items.

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**10 PM to 8 AM Curfew**

Common walls are not soundproof. Therefore unit owners should be considerate of neighbors by taking into account any activity which has an elevated level of sound, such as, sound systems, laundry, vacuum, or use the dishwasher.

**Mailboxes**

According to Postal Regulations, only mail officially delivered by, or to be picked up by, the US Postal Service may be placed inside mailboxes.

Any communications for unit owners by the Association or other unit owners must be attached securely outside the mailbox.

It is the responsibility of the unit owner to monitor that no private car or service vehicle obstructs mailboxes.

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**CONWAY MEADOWS COMMONS**  
(Conway Meadows Condominiums and Estates)

All owners of CMCA units and owners of homes in Conway Meadows Estates pay shares of the of the Commons expenses, which includes the tennis courts, swimming pool, the clubhouse and the retention ponds bordering Conway Road. The CMCA fee includes the Commons fee.

Conway Meadows Condominium unit owners who are delinquent in paying assessments or late charges may be declined use of the tennis courts, swimming pool and clubhouse.

**BOARD OF MANAGERS**

The Board of Managers of Conway Meadows Commons consists of two CMCA Board members and one Conway Meadows Estates Board member.

This combination membership deals only with the common usage and the responsibility for the tennis courts, swimming pool, the clubhouse and the retention ponds.

**RULES AND REGULATIONS**

Vehicles are to be parked in designated parking areas if available; and if not, on the street with the right wheels against the curb.

All waste materials are to be placed in the disposal containers which are provided.

Residents (Condominiums and Estates) are personally liable for any damage to property (other than normal wear and tear) caused by themselves, other family members, and/or their guests whether the damage is accidental or intentional. Property includes the fixed facilities, movable fixtures and equipment.

Use of any Commons facilities for private meetings or parties must be arranged with the Community Manager at least two weeks in advance and may be subject to Board approval. The sponsoring resident is responsible for all advance deposits, fees, and damages.

Repeated violation of these rules and regulations will result in denial of the use of the facilities to the offender, and if a guest, also to the sponsoring resident.

All rules and regulations are promulgated by the Commons Board and are subject to change at their discretion. Scheduled and paid use of the Clubhouse does not include use of the swimming pool. Access to the second floor of the Clubhouse from the swimming pool is not permitted.

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**SWIMMING POOL**

The opening date for the swimming pool is the Saturday before Memorial Day and remains open through Labor Day. The hours will be 6:00 a.m. until 10:00 p.m. every day during this period.

- There will be no lifeguard in attendance. Persons using the pool are advised to swim with another person thereby using the "buddy" system.
- Children under the age of twelve (12) must be accompanied by someone eighteen (18) years of age or older and a resident of Conway Meadows, while inside the fenced area of the pool. Children in diapers or under the age of three (3) are not permitted in the pool.
- Swimming suits will be required; no shorts, cut-offs, or other street attire are permitted in the pool.
- Rafts, floats and other accessories are allowed in the shallow section of the pool only. No rafts, floats or accessories will be kept in the pool area or the Clubhouse overnight. Use of rafts, floats or accessories is prohibited if eight or more swimmers are in the pool.
- The pool may be closed on occasion if required for maintenance, health, or weather reasons at the discretion of the Community Manager.
- Admission is not allowed for anyone having any type of contagious or infectious condition.
- No dogs, cats, or other pets are allowed inside the fenced area of the pool.
- Residents and guests are responsible for the clean-up of the area they are leaving.
- No food or glass containers are allowed within the fenced area of the pool.
- Running and games (tag, throwing balls or frisbees, etc.) are not allowed.
- Radios are to be used with headphones so as not to disturb others.
- Oily type sun lotions are not permitted in the water.

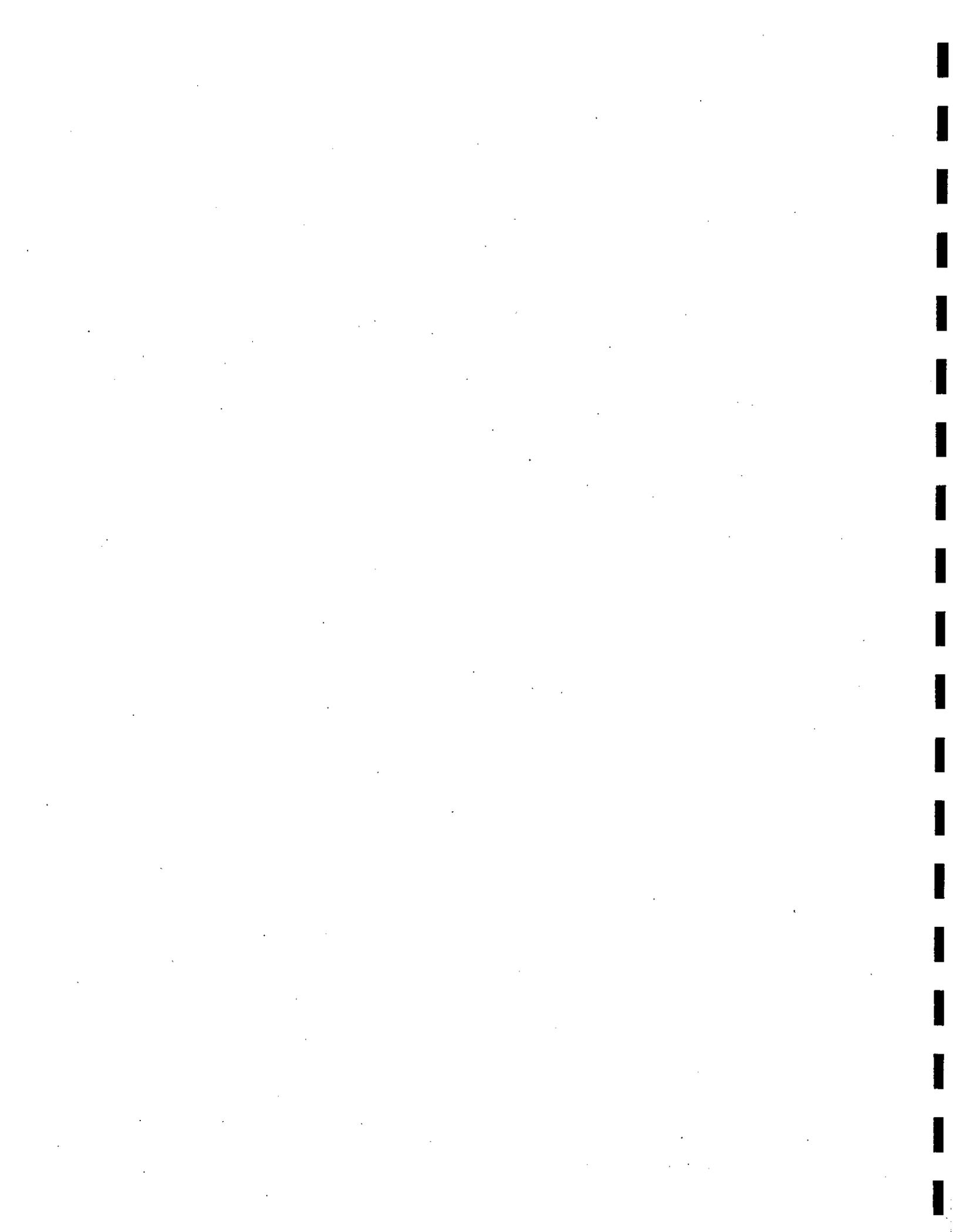
**TENNIS COURTS**

Use of the tennis courts is limited to residents and their guests.

- The tennis courts are restricted to the playing of tennis only. No other use is allowed.
- Lights are available by use of a coin-operated meter at the court gate, but should be timed so the lights are off by 11:00 p.m. The courts open at daybreak.
- Use of the tennis courts is on a first-come, first-served basis.
- If people are waiting for a court, court time is limited to one (1) hour for singles, and 1 ½ hours for doubles.
- Proper tennis shoes are required and all residents are asked to help enforce this. Shirts are to be worn.
- A trash container is provided for old balls, cans, metal tops, paper cups, etc.
- Only participants should be on the tennis courts. Spectators, children and animals should remain outside the fence. No food or drinks on the Tennis Courts.
- Keep noise to a minimum and volume low.

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION**

**Declaration of Condominium and By-Laws**



**AMENDED AND RESTATED**

**CONWAY MEADOWS**

**DECLARATION OF CONDOMINIUM AND BY-LAWS**

This Amended and Restated Conway Meadows Declaration of Condominium and By-Laws is adopted by the Unit Owners of Conway Meadows Condominium Association this 29th day of June, 1998 and shall be effective upon the date of recording in the official records of the Office of Recorder of Deeds, St. Louis County, Missouri.

WHEREAS, Conway Meadows Condominium was created and exists pursuant to a certain instrument entitled "Conway Meadows Declaration of Condominium and By-Laws," as recorded on or about September 11, 1981 in Book 7359, Page 423 of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri, as amended (the "Declaration"); and

WHEREAS, the tract of land subjected to the Declaration is more particularly described in the Declaration; and

WHEREAS, the Declaration was last amended by virtue of an instrument entitled "Revised and Consolidated Conway Meadows Declaration of Condominium and By-Laws," as recorded on or about November 13, 1987 in Book 8230, Page 1127 of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri; and

WHEREAS, the Conway Meadows Condominium Association, consisting of the Unit Owners, is authorized to amend the Declaration in accordance with the provisions set forth in Section 15.3 of the Declaration; and

WHEREAS, the Association intends and desires to adopt certain provisions of the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, Mo.Rev.Stat. (1983), and to amend or delete (as the case may be) certain provisions of the Declaration, including Articles 3, 12, 17, 19 and 20, and Sections 1.8, 9.1, 9.7, 11.3, 14.2, 15.3, and 21.10, and to restate the remaining provisions of the Declaration, all as set forth hereinbelow.

NOW THEREFORE, the Association amends and restates the Declaration as follows:

**AMENDED AND RESTATED**

**CONWAY MEADOWS**

**DECLARATION OF CONDOMINIUM AND BY-LAWS**

THIS DECLARATION of submission of Conway MEADOWS to the provisions of the Condominium Act of the State of Missouri and By-Laws for said condominium, executed this 11th

day of September, 1981, by Conway Meadows Venture (hereinafter called "Developer"), a joint venture by and between DEVELOPMENT VENTURE, INC., a Missouri corporation and CONWAY AND FORTY, INC., a Missouri corporation.

**WITNESSETH:**

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

A tract of land being part of "Conway Meadows Plat One," a subdivision according to the plat thereof recorded as Daily Member 56 on May 7, 1981 of the St. Louis County Records in Township 45 North - Range 4 East, St. Louis County, Missouri, and being more particularly described as:

Beginning at a point on the East line of said "Conway Meadows Plat One" being also the West line of "Conway Meadows Plat Six", a subdivision according to the plat there-of recorded as Daily Number 216 on June 8, 1981 of the St. Louis County Records; said beginning point being distant South 03 degrees 35 minutes 33 seconds West 262.26 feet from the intersection of the South line of Conway Road, as widened, with said East line of "Conway Meadows Plat One"; thence Southwardly along said East line South 03 degrees 35 minutes 33 seconds West 16.58 feet and South 02 degrees 22 minutes 22 seconds East 118.28 feet to a point; thence South 87 degrees 37 minutes 38 seconds West 215.33 feet to a point; thence North 11 degrees 18 minutes 36 seconds East 149.70 feet to a point; thence along a curve to the left whose radius point bears North 16 degrees 47 minutes 12 seconds West 200 feet from the last mentioned point, a distance of 3.57 feet to a point; thence along a curve to the right whose radius point bears South 17 degrees 48 minutes 38 seconds East 200 feet from the last mentioned point, a distance of 88.53 feet to a point; thence South 82 degrees 27 minutes 00 seconds East 91.86 feet to the point of beginning and containing 0.668 acres, according to calculations by Volz Engineering & Surveying, Inc. September 2, 1981.

**WHEREAS**, the St. Louis County Council by Bill No. 207, 1980, Ordinance No. 9239, 1980, approved a development plan for a tract of land, of which the aforesaid property is a part, in accordance with the Planned Environment Unit Ordinance Section No. 1003.187 S.L.C.R.O. 1964 as amended so that the various plats or portions of said tract may now be approved and recorded, and

**WHEREAS**, Developer intends that the above mentioned property, together with all buildings, improvements and appurtenances of whatsoever kind now or hereafter thereon, including buildings divided into townhomes, recreation facilities, and all other facilities constructed, and to be constructed, shall be submitted to the provisions of the Condominium Property Act of the State of Missouri, as contained in Chapter 448 thereof, Revised Statutes of Missouri, and

**WHEREAS**, Developer desires to provide by amendment for the inclusion in this condominium subject to the terms of this Declaration, additional parcel or parcels and units and other improvements thereon.

NOW THEREFORE, Developer, as the fee simple owner of the property above described, for the purposes above set forth, does hereby DECLARE said property and all improvements thereon to be a condominium property hereafter known as "CONWAY MEADOWS" under the Condominium Property Act of the State of Missouri, as contained in Chapter 448, Revised Statutes of Missouri, and further declares and provides:

### ARTICLE 1. DEFINITIONS

The following terms, as used herein or elsewhere in any condominium documents relating to CONWAY MEADOWS, unless otherwise provided, are defined as:

1.1 Declaration: This instrument and any amendments thereto, by which the property above described is submitted to the provisions of the Condominium Property Act of the State of Missouri.

1.2 Property: The land above described, and any land hereafter added by amendment thereto, together with all improvements and structures erected or to be erected thereon, including all appurtenances thereto and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of Chapter 448, R.S.Mo.

1.3 Plat: The plat or plats of survey or surveys, together with any and all amendments thereto of the property and of all units which are now or my hereafter be proposed for inclusion in the property or properties submitted to the provisions of Chapter 448, R.S.Mo., which plat or plats way consist of a three-dimensional horizontal and vertical delineation of all such units.

1.4 Record: To file in the records of the Recorder of Deeds for St. Louis County, Missouri.

1.5 Building: Any building as now or hereafter constructed and located on a parcel and forming part of the Property within which the units are located. The Condominium will consist of two (2) styles of Buildings, hereinafter individually referred to as the "Midrise Buildings" and the "Townhome Buildings", and collectively referred to as the "Buildings." The Midrise Buildings shall be those structures within which the Midrise Units are located, and the Townhome Buildings shall be those structures within which the Townhome Units are located.

1.6 Unit: A physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are depicted in plats and described in Article 22 of this Declaration.

1.7 Person: A natural person, partnership, corporation or other legal entity capable of holding title to real property.

1.8 Unit Owner: Any person who owns a Unit, but does not include a person having an interest in a Unit solely as security for an obligation.

1.9 Majority of Unit Owners: The number of Unit Owners, which number when divided by the total number of unit owners at that time, is equal to or greater than fifty-one percent (51%).

1.10 Common Elements: All portions of the Condominium other than the Units.

1.11 Share: Pursuant to section 448.2-107, Mo.Rev.Stat., the allocated interests shall be as follows:

(a) Ownership Interest. The ownership interest of each Unit Owner in the Common Elements is determined by taking the ratio of the size of each Unit (in square feet as determined by the boundaries depicted on the plat) to the total square footage of all Units in the Condominium; the percentage interest attributed to each being set forth in EXHIBIT "A" of the Declaration and any and all amendments thereto.

(b) Common Expense Liability. The interest of each Unit Owner in Common Expense assessments of the Condominium shall be equal; the interest of each Midrise Unit Owner in the Limited Common Expense assessments for the Midrise Buildings shall be equal; and the interest of each Townhome Unit Owner in the Limited Common-Kon Expense assessments for the Townhome Buildings shall be equal.

(c) Votes in the Association. For all voting purposes, the vote of each Unit Owner shall be equal, i.e., one Unit one vote.

1.12 Assessment: That portion of the Common Expenses and Limited Common Expenses to be paid by each Unit Owner as provided in subsection 1.11(b) herein.

1.13 Common Expenses: The expenses or financial liabilities for the operation of the Condominium, including, by way of example:

(a) Expenses of administration, maintenance, repair or replacement of the Common Elements; or

(b) Expenses declared to be Common Expenses by the Declaration or by Chapter 448, Mo.Rev.Stat., as amended; or

(c) Expenses agreed upon as Common Expenses by the Board of managers; or

(d) Such reasonable reserves as may be established by the Board, whether held in trust or by the Board, for repairs, replacement or addition to the Common Elements or any addition to the Common Elements or any other real or personal property acquired or held by the

**Board.**

1.14 Developer: Shall mean CONWAY MEADOWS VENTURE. In the event, Developer transfers the property prior to completion of the construction program, the term "Developer" shall include any transferee who acquires the property for the purpose of completing the construction as shown on the original plat and any and all subsequent amendments thereto.

1.15 Association: The Conways Meadows Condominium Association organized under Section 448.3-101, Mo.Rev.Stat. and Article 11 of the Declaration.

1.16 Building Limited Common Elements: A portion of the Common Elements allocated by Section 22.3 and 22.4 hereof for the exclusive use or benefit of the Midrise Units collectively or the Townhome Units collectively. The Midrise Buildings collectively and Townhome Buildings collectively, other than the Units therein, are Building Limited Common Elements.

1.17 Limited Common Expenses: The actual and estimated cost of maintenance, management, operation, repair and replacement of the Building Limited Common Elements for the Midrise and Townhome Buildings which, pursuant to the other provisions hereof, is the responsibility of the Board of Managers.

1.18 Midrise Budget Committee: That Committee of Midrise Unit appointed to prepare a proposed budget of the Limited Common Expenses for the Midrise Buildings.

1.19 Midrise Unit: That Unit which consists of a portion of one floor of a Midrise Building, which Building is designed for access through a common corridor. The Midrise Buildings have been designated as Buildings 17, 18 and 19 of the Condominium.

1.20 Townhome Budget Committee: That Committee of Townhome Unit Owners appointed to prepare a proposed budget of the Limited Common Expenses for the Townhome Buildings.

1.21 Townhome Unit: That Unit which consists of one or more floors, or parts thereof, of a Townhome Building, Which Building is designed for independent exterior access to the Units contained therein.

1.22 Unit Limited Common Elements: A portion of the Common Elements allocated by Section 22.1 and 22.2 hereof for the exclusive use or benefit of one or more, but fewer than all of the Units.

**ARTICLE 2. UNITS**

2.1 The real property above described and any amendments thereto and the improvements thereon are hereby divided into the following fee simple estates, each such estate consisting of the

separately designated Units, and the undivided percentage or fractional interest in and to the Common Elements appurtenant to each Unit as is set forth in EXHIBIT "A", attached hereto and incorporated by reference.

2.2 No Unit Owner shall own any pipes, wires, conduits, utility lines, sanitary sewer lines or structural components running through his Unit and serving more than his Unit except to the extent of his interest in the Common Elements.

2.3 The area of any courtyard shall be measured from the center line of any common wall, the basement floor elevation and the uppermost ceiling elevation of that individual Unit, all as set out in the three dimensional horizontal and verticle delineation of each Unit, designed as an independent living unit.

### **ARTICLE 3. PLAT AND AMENDMENTS THERETO [DELETED]**

### **ARTICLE 4. COMMON ELEMENTS**

The common elements of CONWAY MEADOWS are:

- (a) the property, including but not limited to parking facilities, parking areas, driveways, streets, sidewalks, lawns and landscaping, specifically excluding the Units and any areas included therein;
- (b) all electrical wiring, pipes, wires, cables and conduits, throughout the property, except such situated in a unit and providing service for only such unit;
- (c) the foundations, exterior walls, roofs, gutters, downspouts, common hallways and all other common portions of the Buildings not included within Units, unless otherwise provided for herein;
- (d) all utility installations, sanitary sewer facilities and connections for gas, electricity, light, water and plumbing, except those within the Units;
- (e) any auxiliary buildings, parks, swimming pools, recreation buildings and other structures which may at any time be erected on the property and all other appurtenances not herein specifically designated which are not enclosed within the boundaries of Units as shown on EXHIBIT "B" and any amendments thereto.

### **ARTICLE 5. ADDITIONAL RECREATIONAL FACILITIES AND COMMON GROUND**

In addition to the recreational usage provided on the common area hereunder, recreational facilities, including a swimming pool club house and other facilities; and certain common ground,

including any retention ponds will be provided on property which will be conveyed to Conway Meadows Commons, a Missouri not-for-profit corporation.

Such facilities shall be available to and for the usage of Unit Owners subject to this Declaration and lot owners subject to the Indenture of Trust and Restrictions for Conway Meadows, as recorded in Book 7329, Page 1127 of the St. Louis County Records, all subject to Declaration of Covenants, Conditions and Restrictions and By-Laws for Conway Meadows Commons as recorded in Book 7329, Page 1145 of the St. Louis County Records.

#### **ARTICLE 6. COVENANTS**

6.1 **Units Inseparable**: Each Unit and the appurtenant undivided interest in the Common Elements shall together comprise one Unit, shall be inseparable, and may be conveyed, leased, transferred, assigned, devised or encumbered only as one Condominium.

6.2 **Covenant Against Partition**: So long as the property is subject to the Condominium Property Act of Missouri (Sections 448.005-448.210), except as provided in Section 448.140, R.S.Mo., the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division thereof. Nothing contained herein shall prevent partition of a Unit between co-Owners, except that any partition shall not be in kind.

#### **ARTICLE 7. INTEREST IN COMMON ELEMENTS**

The Common Elements shall be owned by all Unit Owners, undivided as tenants in common in accordance with their respective ownership interests as specified in Section 1.11 of this Declaration and shown on Exhibit "A" hereto attached.

#### **ARTICLE 8. EASEMENTS**

8.1 **Encroachment**: Through construction, settlement or shifting of any Building, should any part of a Unit encroach upon any Common Element or upon any other Unit, perpetual easements for the maintenance of 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 Common Elements, as the case may be, PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to willful conduct of a Unit Owner.

8.2 **Easements Appurtenant to Units**: Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use by the owners thereof, their families, tenants, guests, invitees and servants, of the Common Elements. Further, each Unit Owner is granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio, courtyard, driveway and garage, if any, which are part of the Unit, should there be any encroachment on any Common Element, PROVIDED, HOWEVER, that no Unit Owner shall enclose, decorate or landscape any such balcony, terrace, patio, courtyard, driveway or garage contrary to any rules or

regulations established by the Board of Managers or this Declaration. Further, each Unit Owner is granted an exclusive easement to use and occupy the basement storage area, if any, open parking area, if any, or carport, if any, designated by the Developer for such Unit. Further, each Unit Owner shall have a perpetual easement appurtenant to such Unit, for the use and occupancy of any area outside his Unit in or upon which is located the hot water heater, furnace and air conditioning equipment which services such Unit.

8.3 Easements in Gross: The property shall be subject to a perpetual easement in gross to the Board of Managers, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration and By-Laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents, and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Board of Managers.

8.4 Utility Easements: This Declaration is subject to all easements heretofore, or by the plat designated as EXHIBIT "B", established and dedicated for sanitary and storm sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires, over, under, along and on the portion of the Common Elements.

8.5 Cross Easements: Cross easements are hereby established between each CONWAY MEADOWS CONDOMINIUM whereby Developer, the Unit Owners, their families, tenants, guests, invitees and servants shall be permitted to use the street, driveways, unassigned parking spaces, lawn areas, recreational areas and facilities and sidewalks of each CONWAY MEADOWS CONDOMINIUM. In the event any other CONWAY MEADOWS CONDOMINIUM Declaration does not provide a reciprocal cross easement, the provisions of this section shall not be operative with respect to such condominium.

8.6 Effect of Easements: All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Developer, its successors and assigns, and any Unit owner, purchaser, Mortgagee or other person having an interest in any portion of the property herein described, whether or not such easements are mentioned or described in any deed or conveyance.

## ARTICLE 9. RESTRICTIONS

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

9.1 Use of Units; Leasing Restrictions: No part of any Unit shall be used for purposes other than a residence, each Unit being occupied either by one (1) family who shall be related by blood, marriage or adoption, or by not more than two (2) unmarried individuals and their children. No Unit Owner shall be permitted to lease less than the entire Unit. Any lease agreement shall be in writing, shall provide an initial term of not less than twelve (12) months, shall provide that the

lease is subject in all respects to the provisions of the Declaration, By-Laws and Board rules and regulations, and that any failure by the lessee to comply with the terms of such document shall be a default under the lease and that the Board may enforce any remedies it might have against the Unit Owner, the lessee or both, and each Unit Owner hereby appoints the Board as his attorney-in-fact for the purpose of enforcing the Declaration, By-Laws, and Board rules and regulations.

9.2 Obstructions: There shall be no obstruction of any portion of the Common Elements nor any storage in the Common Elements without prior written consent of the Board of Managers. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of the Buildings.

\* 9.3 Maintenance of Unit: Each Unit Owner shall maintain and keep his Unit, balcony and/or patio and courtyard in good order and repair and shall do nothing which will increase the rate of insurance on the Building in which his Unit is situated or which would be in violation of the law. Written approval by the Board shall be obtained before any Unit owner may (a) make any structural addition, structural alteration or structural improvement in or to any portion of the Condominium, or (b) make any other improvement or alteration to the interior of his Unit that impairs the structural integrity or mechanical systems or lessens the support of any portion of the Condominium, or (c) make any change in the appearance of the Common Elements, Unit Limited Common Elements or Building Limited Common Elements, or the exterior appearance of a Unit. After acquiring an adjoining Unit, a Unit Owner may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a Building Limited Common Elements, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium; removal of partitions or creation of apertures under this section is not an alteration of boundaries.

9.4 Signs: Written approval by the Board shall be required before any sign may be hung or displayed for public view, and before awnings, canopies, shutters, light fixtures, radio or television antenna may be affixed to or placed upon any exterior wall or roof, and before any dish or tower antenna may be erected.

9.5 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 one (1) dog, or one (1) cat, or two (2) birds or one (1) other household animal, may be kept, in a Unit, as a pet. There shall be no fence or other structure for such animal outside the Unit at any time. 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 shall be permanently removed by the owners upon written notice by the Board of Managers. **NO ANIMALS SHALL BE PERMITTED TO RUN AT LARGE IN ANY AREA OF THE CONDOMINIUM EXCEPT WITHIN THE UNIT.** The Board of Managers may from time to time establish rules and regulations pertaining to the keeping of animals which are not inconsistent with the provisions of this Declaration, and such rules and regulations shall be binding on the Unit. Owners and occupants.

9.6 Nuisances: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done which will become an annoyance or a nuisance to other Owners and occupants. No trucks, pickup trucks, campers, motor homes, trailers, boats, recreational vehicles or commercial vehicles or equipment of any type shall be parked outside a garage overnight except in a special designated parking area, if any, or upon prior written approval of the Board of Managers.

9.7(a) Commercial Use. Except as may be incidental to residential use and not create a nuisance or in any way impair the rights of any Owner and be in strict compliance with applicable Ordinances, no industry, commercial activity, business, trade, occupation or profession of any kind, including without limitation child care, shall be conducted, maintained or permitted on any part of the Condominium without the prior written consent of the Board.

9.7(b) Signs. No sign of any kind shall be displayed to the public view on any Unit or Common Element without the prior written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs on the Common Elements.

9.8 No above ground structure, other than required street lights, may be erected within a cul-de-sac, divided street entry island, or median strip without the written approval of the St. Louis County Department of Highways and Traffic.

9.9 Use of Common Elements: No person shall use the Common Elements in any manner which does not conform with the rules and regulations of the Board of Managers.

#### **ARTICLE 10. SEWER CHARGES, GENERAL AND SPECIAL TAXES**

Each Unit owner shall pay charges against the Unit owned by each owner levied against same for sewer service by the Metropolitan Sewer District and each Unit owner shall pay all general and special taxes levied against said Unit, provided that the Board of Managers may, at its discretion, provide for the billing of sewer service charges on a Building or total condominium basis and in which event, such charges shall be allocated and billed to the individual Units as an additional charge based on the total number of Units.

#### **ARTICLE 11. BOARD OF MANAGERS**

11.1 Association: There shall be a Unit Owners' Association, the name of which shall be the "Conway Meadows Condominium Association" ("Association"), which shall be incorporated pursuant to Chapter 355, Mo.Rev.Stat., as a not-for-profit corporation.

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

(b) Management. The operation of the Condominium shall be vested in the Association.

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

11.2 Board of Managers: There shall be a Board of Managers ("Board") which shall act on behalf of the Association pursuant to Article 13.

11.3 Board Number and Election. The Board shall consist of seven (7) members who shall be Unit Owners and who shall be elected by the Unit Owners at the annual meeting of the Association. Four (4) members of the Board shall be Townhome Owners and three (3) members of the Board shall be Midrise Owners. Each member of the Board shall be elected to a two (2) year term, which terms shall be staggered so that the terms of approximately one-half (1/2) of the members shall expire each year. Notwithstanding that the Board shall consist of Townhome Owners and Midrise Owners, each Unit Owner may cast his vote for any member of the Board. No Unit Owner who is delinquent in paying his assessment at the time of the election shall be entitled to serve on the Board or to vote. No more than one person from a single Unit may serve on the Board at the same time. All Board members shall serve without compensation.

11.4 Officers of the Board. The officers of the Board shall consist of a president, vice-president, a secretary and a treasurer, each of whom shall be a member of the Board and elected by the Board. The president shall preside over all meetings of the Board and of the voting members. The secretary shall keep minutes of all meetings of the Board and of the voting members and, in general, perform all duties incident to the office of secretary. The treasurer shall keep all financial records and books of account. The Board shall purchase a fidelity bond for the treasurer or for any other person or persons handling funds belonging to the Unit Owners. The premium for such bond shall be a Common Expense, apportioned and collected in the same manner, as other Common Expenses. Meetings of the Board shall be called, held and conducted in accordance with such regulations as the Board may adopt.

11.5 Removal, Vacancies. The Unit Owners, by a two-thirds vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause, at a special meeting called for such purpose; the Unit Owners shall elect a new member of the Board to serve the balance of the term of the member so removed. Vacancies in the Board caused by resignation, death, cessation of Unit Ownership, or by any reason other than the removal of a member of the Board by a vote of the Unit Owners, shall be filled by the remaining Board members (even though a quorum may not be present) who shall appoint a new member to serve the balance of the vacating member's term.

11.6 Budget Committees. There shall be a Townhome Budget Committee and a Midrise Budget Committee, annually appointed respectively by the Townhome and Midrise Unit Members of the Board which shall prepare proposed annual budgets for the Limited Common Expenses of the

Townhome Buildings and Midrise Buildings, pursuant to section 14.1 herein.

11.7 Number on Budget Committees. The Townhome Budget Committee and Midrise Committee shall each consist of five (5) persons who shall be Unit Owners (other than the Developer or its successor or assigns) of the Townhome Buildings and Midrise Buildings, respectively. As used in this paragraph, the term Unit owner shall include any officer, partner or trustee of any respective corporate, partnership or trust owner of a Unit except the developer or its successors or assigns. All Committee members shall serve without compensation. Each Committee shall elect, from its members, a Chairman, Vice-Chairman and Secretary, and may elect any other officer who shall be a Unit Owner but who need not be a Committee member. Each Committee shall, in the event a committee member shall for any reason cease to be a member, appoint a new member to fill the unexpired portion of the terminating member's term.

## ARTICLE 12. CONTROL OF MAINTENANCE FUND [DELETED]

## ARTICLE 13. POWERS AND DUTIES OF THE BOARD

13.1 Employment of Manager: To employ a manager to carry out the administrative duties given the Board, to serve on a full or part-time basis, and to pay such manager reasonable compensation.

13.2 Expenses: To estimate the expenses of administration, maintenance, operation, repair and replacement of all Common Elements and Building Limited Common Elements, including the cost of all water, waste removal, electricity, gas, sewer expenses and other necessary utility services for the Common Elements and water, trash, refuse collection, sewer fees and assessments of Conway Meadows Commons for each Unit, and all salaries for employees, including the manager and all other amounts needed in the performance of the duties herein assigned. After determining the total amount needed for all such purposes, such amount shall be assessed against the Unit Owners in the same manner herein provided. The Midrise Budget Committee and Townhome Budget Committee shall prepare such estimates and submit same to the Board of Managers as their recommendations for the budget for the Building Limited Common Elements for the respective buildings.

13.3 Insurance: To purchase insurance as follows:

(a) Insurance on the property (exclusive of additions and improvements made by the Unit Owners to their respective Units) against loss or damage by fire and such other hazards as are covered under standard fire and extended coverage provisions, in an amount not less than one hundred percent (100%) of the full insurable replacement cost of the Common Elements and Units. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Board, as Trustee for each Unit Owner in the percentages established in this Declaration. The policy of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear." without specifically

naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Board and the holder or holders of mortgages or deeds of trust of record, as Trustees for each Unit Owner in the percentages established in this Declaration or any amendments thereto. The full insurable replacement cost of the property (exclusive of additions and improvements made by Unit Owners to their respective Units) including the Common Elements and Units, shall be determined from time to time (but not less frequently than once every twelve months) by the Board, and the Board shall have the authority to obtain an appraisal by a qualified appraisal company, as selected by the Board. The costs of any and all such appraisals shall be Common Expenses.

(b) Comprehensive public liability insurance insuring the members of the Board, their agents and employees and the Unit Owners against any liability for personal injury, death or property damage, incident to the ownership of and/or use of the Common Elements in such amounts as may be deemed desirable by the Board, from time to time, workmen's compensation insurance to the extent necessary to comply with all applicable laws, and such other insurance coverage as shall be deemed appropriate by the Board to protect the interests of the Unit Owners and to protect the Board in carrying out their duties hereunder. All premiums for the above described insurance shall be Common Expenses.

(c) All policies of insurance of the character described in subparagraph 13 (a) and (b) above shall be carried in the name of the Board, as Trustees for the Unit Owners in the percentages established in this Declaration and any amendments thereto. Such policies shall be without contribution with respect to other insurance policies carried individually by Unit Owners, and shall contain an endorsement to the effect that said policies may not be terminated for nonpayment or premium without a minimum of ten (10) days prior written notice to the Board and the holder or holders of all deeds of trusts of record of each Unit. It shall be the duty of the Board to see that all insurance proceeds recovered shall be applied and disbursed in accordance with the provisions of this Declaration and By-Laws and the Condominium Property Act (Sections 448.005-448.210) of the State of Missouri.

(d) Each Unit owner shall be responsible for maintaining his own insurance on the contents of his Unit and on any additions and improvements thereto, and shall be solely responsible for insurance on any personal property belonging to him but stored elsewhere on the property.

13.4 Swimming Pool: To contract and agree with a not-for-profit corporation for use of a swimming pool, recreation building and/or recreation facilities by Owners and occupants of Units of CONWAY MEADOWS, paying to such not-for-profit corporation such sums from the Maintenance Fund as the Board deems necessary for maintenance and operation of such facilities, provided that at least one (1) member of the Board is a member of the Board of Directors of said not-for-profit corporation. It shall be proper for such not-for-profit corporation, in addition to sums paid by the Board, to charge Owners and occupants of Units of CONWAY MEADOWS such other fees as are required in order to properly pay the expenses of the operation of such facilities. Developer, in its discretion, may provide for the erection and construction of a swimming pool and

Developer, in its discretion, may provide for the erection and construction of a swimming pool and other recreational facilities on property added to CONWAY MEADOWS by amendment hereto in lieu of providing such facilities through a separately incorporated not-for-profit corporation.

X 13.5 Maintenance: To provide for the maintenance, repair, replacement and modification of the Common Elements and Building Limited Common Elements.

13.6 Employees: To hire and terminate employees, agents and independent contractors for the purposes of providing services relating, by way of example, to maintenance, repair, replacement and modification of the Common Elements and Building Limited Common Elements, recreation, recreation facilities, swimming pool, security, instructors, and such other functions performed or which may be performed by the Board.

13.7 Easements: To establish, grant and dedicate easements for public utilities in addition to any shown on the plat, in, over and through the common elements.

13.8 Special Parking: To establish, at its discretion, special parking areas for parking boat trailers, campers, and similar vehicles, and to establish regulations, including charges for the use thereof.

13.9 Pet Permits: To issue pet permits for the regulation and control of pets and animals permitted under Article 9.5 hereof, provided that it determines that an animal will not be a disturbance or in any way be or become a nuisance, and to revoke any permit so issued should it conclude that keeping the animal in or about a Unit will not be in the best interest of the Condominium. The decision of the Board to issue or revoke a permit shall be conclusive.

13.10 Exterior Improvements: To issue permits to Unit Owners to make exterior improvements to their respective Units, but to retain the absolute power to approve or disapprove proposed improvements. The determination to approve or disapprove such improvements shall be conclusive.

13.11 Rulemaking: The power to adopt, amend and enforce reasonable rules and regulations, and to require permits for particular uses of the Common Elements and to revoke same, for the maintenance and conservation of the Condominium, and for the health, comfort and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

13.12 To serve as members of the Board of Directors of any association owning or providing common recreation facilities, areas, streets, drives or services to CONWAY MEADOWS.

13.13 Committees: To establish committees to perform such tasks and to serve for such periods as may be designated by a resolution which shall set forth the committee's duties, powers and duration. Each committee shall operate in accordance with the terms of the Board resolution and with rules adopted by the Board.

13.14 Standing: To institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium.

13.15 Contracting: To make contracts and incur liabilities.

13.16 Improvements: To cause additional improvements to be made as a part of the Common Elements.

13.17 Title, Conveyance of Common Elements: To acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property; provided, that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 448.3-112, Mo.Rev.Stat.

13.18 Charges for Use of Common Elements: To impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements or Building Limited Common Elements described in the Declaration, and services provided to Unit Owners.

13.19 Impose Penalties: To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines and/or penalties, including denial of rights to use Common Elements and recreational facilities and/or to vote, for any violation of the Declaration, By-Laws, and rules and regulations of the Board.

13.20 Administrative Charges: To impose reasonable charges for the preparation of statements of unpaid assessments, documents, or other records, upon request by a Unit Owner.

13.21 Indemnification: To provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance.

13.22 Borrowing: To assign its rights to future income, including the right to receive Common Expense assessments.

13.23 General: To exercise any other powers conferred by the Declaration and By-Laws, and to exercise all other powers that may be exercised in the state of Missouri by legal entities of the same type as the Association, and to exercise any other powers necessary and proper for the governance and operation of the Condominium.

13.24 Limitations: The Board shall not have any power to amend the Declaration, to terminate the Condominium or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Board members, but the Board may fill vacancies in its membership for the unexpired portion of any term.

**ARTICLE 14. ASSESSMENTS AND MAINTENANCE FUND****14.1 Estimate and Payment Dates:**

(a) By November 15th of each year the Board shall estimate the total amount necessary to pay wages and for materials, insurance utilities, taxes, assessments for Conway Meadows Commons, services and supplies which it anticipates will be required during the ensuing calendar year together with a reasonable amount which it considers necessary as a reserve for future needs, for contingencies and for replacements, including expenses relating to Building Limited Common Elements. By December 15th of each year, the Board shall notify the Owners of each Unit in writing as to the amount of such estimate with the particulars therein itemized and shall call a meeting of the Unit Owners at which the proposed budget shall be presented. Said meeting of the Unit Owners shall be held not less than fourteen (14) days nor more than thirty (30) days after the notice of said meeting is given. The proposed budget shall become effective unless disapproved by a vote at said meeting of at least a majority of all Unit Owners in the Condominium regardless of whether a quorum is present; however, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

(b) The estimated cash requirements shall be assessed against the Owners of the Units pursuant to Section 1.11(b). on or before January 1 of the ensuing year and the first of each month thereafter each Owner shall be obligated to pay to the Board or as the Board may direct, one-twelfth (1/12) of the annual assessment established pursuant to this Section; provided, however, the Board may by resolution make such periodic assessment payments less frequently than monthly but in no event less frequently than one each calendar quarter.

**14.2 Exempt Property: [DELETED]**

14.3 Accounting and Shortage: By May 15 of each year the Board shall supply to all Owners an itemized accounting of all income and expenses of the preceding calendar year. Any balance remaining as shown in such accounting less reserves for future needs and contingencies, shall be credited according to each Owner's Share, as provided in Section 1.11(b), to the next monthly installments due under the current year's estimates until exhausted. One-sixth (1/6) of any net shortages shall be added, according to each Unit Owner's Share, as provided in Section 1.11(b), to the assessment and installment due in each of the next succeeding months after rendering the accounting. The annual accounting shall be supplied to all first mortgage holders within ninety (90) days of completion if requested in writing by such first mortgagee.

In the event it is determined by the Board during any year that a prior year's calculation was erroneous or that additional net shortages existed but were unreported, then such balances or net shortages shall be treated as a balance or net shortage in the year discovered and shall be added or credited to assessments the following year in the same manner as set forth herein.

14.4 Reserves and Contingencies: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures and replacements which are not originally included in the annual estimate and which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Unit owner's assessment, the Board shall serve notice of such further assessment required, on all Unit Owners, by a statement in writing setting forth both the amount and reasons therefor. Such further assessment shall become effective commencing with the regular monthly assessment next following the receipt of such notice of further assessment. All Unit Owners shall be obligated to pay the adjusted monthly amount. At the time each Unit is first purchased from the Developer, the purchasing Unit Owner shall pay to said managing agent, or as otherwise directed by the Board, an amount equal to the first two full monthly assessments for such Unit owner, which amount shall be used and applied as an operating reserve for Common Expenses. The amounts so paid by the Unit Owners for operating reserves, together with amounts paid from time to time by Unit Owners for monthly assessments and supplemental assessments, 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 deemed to be part of the Common Elements and owned by the Unit Owners in accordance with their respective Share of ownership of the Common Elements.

14.5 Delay: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Unit Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessments and/or reserves, as herein provided, whenever the same shall be determined. In the absence of any annual estimate, the unit owners shall continue to pay the monthly assessments at the then existing monthly rate established for the previous period until the monthly payment is adjusted and ten (10) days notice thereof mailed to the Unit Owners.

14.6 Inspection of Books: The Board shall keep full and correct books of account and the same shall be open for inspection by any Unit Owner or any representative of a Unit Owner or any mortgagee of record thereof at such reasonable time or times during normal business hours as may be requested by the Unit Owners, their representatives or mortgagees of record.

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

14.8 Acceleration of Common Expense Assessments: In the event of default for a period of thirty (30) days by the Unit Owner in the payment of any Common Expense assessment levied against his Unit, the Board shall have the right, after notice and opportunity to be heard, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable, and to give notice of said default to each lien holder of said defaulting Unit Owner.

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

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

14.11 Interest and Late Fees: Assessments and installments thereof not paid when due shall bear interest from the due date at a rate determined by the Board not to exceed the maximum legal rate of interest until paid. In such amount as the Board deems reasonable, the Board shall charge a late fee against any Unit owner who is delinquent in paying his monthly installment, and may adopt and enforce such other reasonable late fees as appropriate to recover processing and administrative costs.

14.12 Priority of Mortgages: Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in Sections 448.1-101 to 448.4-120, Mo.Rev.Stat.

14.13 Lien for Assessments: Pursuant to Section 448.3-116, Mo.Rev.Stat.:

(a) The Board has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest charged pursuant to Section 448.3-102(11), Mo.Rev.Stat., and Section 14.1.1 of the Declaration are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due.

(b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of the Declaration; (2) a first security interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Board. A lien under this Section is not subject to the provision of Section 513.475, Mo.Rev.Stat.

(c) Recording of this Amendment constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required.

(d) A lien for unpaid assessments is extinguished unless proceedings to enforce the lien are instituted within three years after the full amount of the assessment becomes due; provided, that if an Owner of a Unit subject to a lien under this Section files a petition for relief

under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

(e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Board from taking a deed in lieu of foreclosure.

(f) A judgment or decree in any action brought under this Section shall include costs and reasonable attorney's for the prevailing party.

(g) A judgment or decree in an action brought under this Section is enforceable by execution under Chapter 513, Mo.Rev.Stat.

(h) The Board's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale under Chapter 443, Mo.Rev.Stat.

(i) In the case of foreclosure under Chapter 443, Mo.Rev.Stat. the Board shall give reasonable notice of its action to each lien holder of a Unit whose interest would be affected..

(j) Any payments received by the Board in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

#### **ARTICLE 15. VOTING AND MEETINGS**

15.1 Voting; Proxies: Pursuant to Section 448.3-110, Mo.Rev.Stat., voting and proxies shall be as follows:

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

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

(c) No votes may be cast for a Unit owned by the Association nor shall such Unit be included in determining a quorum, majority or larger fraction.

15.2 Meetings:

(a) Quorums: Pursuant to Section 448.3-109, Mo.Rev.Stat., quorums shall be as follows:

(1) Unit Owners Meetings: A quorum is deemed present throughout any meeting of the Association if persons entitled to cast twenty percent of the votes which may be cast are present in person or by proxy at the beginning of the meeting.

(2) Board Meetings: Except as provided in Section 14.1, a quorum is deemed present throughout any meeting of the Board if persons entitled to cast fifty percent of the votes on that Board are present at the beginning of the meeting.

(b) Annual Meetings: A meeting of the Unit Owners shall be held at least once each year, during the month of June or as soon thereafter as practicable. Notice shall be given all Unit Owners as provided in Section 21.3. At the annual meeting, members of the Board shall be elected as provided in Section 11.3, and the Unit Owners may transact such other business as may properly come before them.

(c) Special Meetings: Special meetings of the Unit Owners may be called by a resolution of a majority of the Board or by twenty percent (20%) of the Unit Owners for the purpose of considering any matter requiring the approval of the Unit Owners or for any other reasonable purpose. Notice shall be given to all Unit Owners as provided in Section 21.3.

15.3 Amendments: The Unit Owners may amend the Declaration, Plat, and By-Laws, pursuant to Section 448.2-117, Mo.Rev.Stat., only by a vote or agreement of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes are allocated pursuant to Section 1.11(c).

**ARTICLE 16. DAMAGE AND RECONSTRUCTION**

16.1 Use of Insurance Proceeds: Any portion of the Condominium for which insurance is required under Section 448.3-113 of the Missouri Uniform Condominium Act which is damaged or destroyed shall be repaired or replaced promptly by the Association as provided in Subsection 8 of said Section 448.3-113.

16.2 Insurance Proceeds are Insufficient: In the event the entire Condominium is not repaired or replaced, the Association shall be subject to Subsection 8 of Section 448.3-113 of the Missouri Uniform Condominium Act.

**ARTICLE 17. REMEDIES AND MEDIATION**

17.1 Remedies, Attorney's Fees: If any person subject to the Missouri Condominium Property Act or Uniform Condominium Act ("Acts") fails to comply with any provision of the Acts, this Declaration, the Association By-Laws, or rules and regulations of the Board ("Documents"), any person, including without limitation the Association, or class of persons adversely affected by such failure to comply has a claim for appropriate relief and may, by appropriate legal proceedings, seek an injunction against and/or damages, fines and penalties for such failure to comply. In the event any legal proceeding results in a judgment of a Court, then the Court shall also award to the prevailing party his or its reasonable attorney's fees, costs and expenses.

17.2 Mediation: Except as may be preempted by state or federal law and in collection actions by the Association, the parties to a dispute or claim of failure to comply under this Article 17 shall, as a pre-condition to initiating judicial action, submit such dispute or claim to a mediation proceeding. Unless otherwise agreed to by the parties, any such mediation proceeding shall take place in the County of St. Louis, Missouri, and shall be conducted in accordance with the rules of the American Arbitration Association and, to the extent applicable, with Chapter 435, Mo. Rev. Stat. Mediation shall be completed within ninety (90) days, unless extended by mutual agreement of the parties.

**ARTICLE 18. SALE: TERMINATION**

18.1 Sale of All The Property, Termination of Condominium: The sale of all the property or the termination of the Condominium shall be accomplished only in accordance with the provisions of Section 448.2-118, Mo.Rev.Stat.

18.2 Conveyance or Encumbrance of Common Elements: Portions of the Common Elements may only be conveyed or subjected to a security interest by the Board in accordance with Section 448.3-112, Mo.Rev.Stat.

**ARTICLE 19. ADVERTISING BY THE DEVELOPER [DELETED]**

**ARTICLE 20. AUTHORITY OF DEVELOPER [DELETED]****ARTICLE 21. GENERAL PROVISIONS**

21.1 **Captions:** The captions of the various Articles and Sections are for purposes of reference only and are not deemed to have and substantive effect.

21.2 **Notice to Mortgagees:** Upon written request to the Board the holder of any duly recorded mortgage or deed of trust against any Unit shall thereafter be given copies of any and all notices permitted or required by this Declaration to be given to the Unit Owner, or Owners, whose Unit ownership is subject to such mortgage or deed of trust.

21.3 **Manner of Giving Notice:**

(a) **To Unit Owners.** Pursuant to Section 448.3-108, Mo.Rev.Stat., notices of any annual or special meetings of the Unit Owners shall be given as follows: not less than ten nor more than sixty days in advance of any meeting, the president or secretary shall cause written 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 By-Laws, any budget changes, and any proposal to remove a member of the Board.

(b) **To the Board.** Notices required to be given to the Board may be delivered to any member of the Board either personally or by Certified Mail Return Receipt Requested addressed to such member or officer at his Unit.

21.4 **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 mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased Unit Owner is being administered.

21.5 **Acceptance by Grantee:** Each grantee of Developer by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same 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 whom 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.

21.6 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 way occur.

21.7 Saving Clause: The invalidity of any covenants, restrictions, conditions, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

21.8 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the 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 not be subject to Section 448.210, R.S.Mo., 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 years thereafter. If any provision is deemed to be invalid then the elimination of such provision shall not affect the remaining provisions.

21.9 Bonds: Before any person shall become a member of and serve on the Board, he shall be able to be bonded. To the extent available, the Board shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Unit Owners in an amount equal to three months' receipts, plus the amount of all reserves, or in such amounts as the Federal National Mortgage Association or its successor may require in the future. A similar bond shall be required for any person or entity handling funds of the Condominium including but not limited to employees of a professional manager. The bond shall be written only by any bonding company approved to write fidelity bonds by the St. Louis County Probate Court for Executors and Administrators. The cost of premiums for such blanket bond shall be paid out of funds of this Condominium as a general charge and shall not be borne by the individual members of the Board of Managers. Said fidelity bond shall conform in all particulars to the regulations of FNMA and FHA if said agencies hold loans on one or more Units in the Condominium.

21.10 Managers to Act for Owners: [DELETED]

21.11 Condemnation: If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be distributed pursuant to Section 448.1-107 of the Missouri Uniform Condominium Act.

## **ARTICLE 22. UNIT LIMITED COMMON ELEMENTS**

Except as otherwise provided by the Declaration, the following are allocated as Unit Limited Common Elements or Building Limited Common Elements:

22.1 Allocation of Unit Limited Common Elements:

(a) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit, and all other portions, including structural components, of the walls, floors, or ceiling are a part of the Building Limited Common Elements.

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

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

(d) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, enclosed yards, attics, basements, garage door mechanisms and openers, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Unit Limited Common Elements allocated exclusively to that Unit.

**22.2 Maintenance of Unit Limited Common Elements:** Any expenses of operation, maintenance, repair or replacement of Unit Limited Common Elements shall be assessed against the individual Unit or Units to which such Unit Limited Common Elements are appurtenant or assigned. Shutters, doorsteps, stoops and porches, and exterior surfaces of patios and balconies shall for all purposes be treated as Building Limited Common Elements, to be maintained by the Board at the expense of the Unit or Units to which such Unit Limited Common Elements are assigned.

**22.3 Building Limited Common Elements of Midrise Buildings:** The Midrise Buildings are designed with common entrances, hallways, garages and door opening devices, elevators, storage areas, driveways, walkways, parking areas, structural elements and exterior surfaces, and other common areas not present in the Townhome Buildings. Such common areas shall be deemed Building Limited Common Elements appurtenant to all of the Units in the Midrise Building. For purposes of sharing expenses, storage areas, although assigned to individual Units, shall be deemed Building Limited Common Elements appurtenant to all Midrise Units. The costs associated with the Building Limited Common elements of the Midrise Buildings shall be assessed against the owners of the Midrise Units in accordance with their Share. All assessments shall be made and enforced in accordance with the provisions of Article 14 hereof.

**22.4 Building Limited Common Elements of Townhome Buildings:** The Townhome Buildings are designed with exterior garages, structural elements, exterior surfaces, enclosed yards and other common areas which shall be deemed Building Limited Common Elements appurtenant to all of the Units in the Townhome Buildings. For purposes of sharing expenses, the exterior of garages, although assigned to individual Units, shall be deemed Building Limited Common Elements appurtenant to all Townhome Units. The costs associated with the Building Limited Common

Elements of the Townhome Buildings shall be assessed against: the Owners of the Townhome Units in accordance with their Share. All assessments shall be made and enforced in accordance with the provisions of Article 14 hereof.

IN WITNESS WHEREOF, the Board of Managers, by its duly authorized officers, has executed this Amended and Restated Conway Meadows Declaration of Condominium and By-Laws and, by their signatures below, certify that the foregoing instrument was adopted by the Unit Owners in accordance with applicable procedures, this 5TH day of AUGUST, 1998.

BOARD OF MANAGERS,  
CONWAY MEADOWS CONDOMINIUM ASSOCIATION,  
a Missouri nonprofit corporation,

By: Samuel E. Guyer  
President **SAMUEL E. GUYER**

(NO SEAL)

ATTEST: Irene J. Burns  
Secretary

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

On this 5TH day of AUGUST, 1998, before me appeared SAMUEL E. GUYER to me personally known, who, being by me duly sworn, did say that he/she is the President of the Board of Managers of Conway Meadows Condominium Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed in behalf of said Board of Managers of Conway Meadows Condominium Association, and that said person acknowledged said instrument to be his/her free act and deed.

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

Frances Wilkerson  
Notary Public

My Commission Expires:

Frances Wilkerson  
Notary Public, State of Missouri  
County of St. Louis City  
Commission Expires 07/01/99

Amended&RestatedDEC

**POLICY RESOLUTION NO. 07-01:**

**MOVING FEES AND RULES**

**Pertaining to all Mid-Rises Residents**

**GIVEN THAT** Article 13 of the Declaration provides that the Board of Directors shall have the power to adopt, amend and enforce reasonable rules and regulations in accordance with applicable laws, the Declaration and the Bylaws; and

**GIVEN THAT** the Board deems it necessary and desirable and in the interest of the Association and its members to establish guidelines and procedures for residents moving into, within or out of Conway Meadows Condominium Mid-Rise Buildings;

**NOW, THEREFORE,** the Board resolves that the following guidelines and procedures be, and hereby are, adopted.

1. In order to protect the common elements during moves into, within, or out of the Mid-Rise Buildings at Conway Meadows, there is a required damage deposit of \$400 that is to be paid and sent to the Management Office prior to any move.
2. The Association's representative will inspect the premises prior to and after every move to report any damages that may have occurred during the move. The full damage deposit will be refunded if no such damage exists. However, deductions will be made from the damage deposit to cover any necessary repairs caused by the movers/resident. If damages are in excess of the funds being held, the owner will be billed the difference in the cost and the owner hereby agrees to be liable for payment of such excess charges.
3. In addition to the damage deposit explained above, there is a \$100 non-refundable Administrative Fee required to be paid by the Mid-Rise owners and sent to the Management prior to any move into the community.
4. The owner must notify the Community Manager at least seven (7) days in advance to schedule the use of the elevator for any moves. Because there is only one elevator per building, it cannot be locked off for exclusive use during the move. Elevators must be padded for protection.
5. Movers are required to use carpet runners (shrink wrap) in the hallways to protect carpeting (not supplied by Conway Meadows).

6. Movers are required to use care in the common areas so as not to damage any furniture, carpet, walls, etc. Movers may not set drinks on any of the common area furniture. No smoking is permitted in the buildings.
7. The trash chutes are provided for the disposal of everyday trash and not for moving debris and boxes. Likewise, the trash can near the elevator in the garage to the building is not for moving debris and boxes. It is the responsibility of the unit occupant to remove the moving debris and boxes from the premises directly to the dumpster.
8. Moves may not take place through the lobby of the building. All move-ins or move-outs must be accomplished through the basement garage of the building. The overhead garage door may not be propped open or disconnected during move in or move out. Only items that are too large to fit in the elevator may be brought in through the front lobby door and padding must be used to prevent any damage.
9. Moving vans and trucks cannot be parked to limit entrance to driveway or parking spaces.
10. Moving in or out of a unit may only take place between the hours of 7:00 a.m. to 7:00 p.m.

#### RESOLUTIONS ACTION RECORD

This Resolution, Policy Resolution No. 07-01, was adopted at a regular meeting of the Board held on Nov 15, 2007 with the directors voting as indicated below:

ATTEST:

 <hr style="width: 100%;"/> President	<u>11-15-07</u> <hr style="width: 100%;"/> Date
 <hr style="width: 100%;"/> Secretary	<u>11/15/07</u> <hr style="width: 100%;"/> Date

**POLICY RESOLUTION NO. 07-03 - REVISED: VEHICLE POLICIES**

relating to the parking and use of vehicles upon the property

**GIVEN THAT Article XI of the Declaration provides that the Association's business and affairs shall be managed, and all of its rights, powers and duties shall be exercised and performed on its behalf by the Board and the Officers in accordance with applicable laws, the Declaration and the Bylaws; and**

**GIVEN THAT Article IX, Section 9.14 of the Declaration states, "No junk vehicle, commercial vehicle, trailer, truck, camper, house trailer, boat, or the equivalent shall be kept on any portion of the Condominium, nor shall any repair or extraordinary maintenance be carried out on any portion of the Condominium, without the prior written consent of the Board;" and**

**GIVEN THAT in order to assure equitable parking arrangements as well as safe and attractive parking areas, the Board deems it necessary and desirable to establish policy regulating the parking and use of vehicles upon the Property;**

**NOW THEREFORE, the Board resolves that the following policies and procedures regarding parking and use of vehicles upon the Property be, and hereby are, adopted:**

***I. Parking Rights***

- A. Except for in the mid-rise and townhome garages, parking spaces are Common Elements and will be available on an unreserved basis without charge for visitor use.**
- B. Unit Owners must park their vehicles in the mid-rise or townhome garages. The garage door must be kept closed when not in use. If a Unit Owner has a vehicle that cannot be parked in their own garage space, the Unit Owner may be able to rent a garage space belonging to another mid-rise or townhome owner. Unit Owners may not use the parking pads, streets, alleys, garage aprons, or other common areas to park their own vehicles without a permit.**
- C. No long-term or overnight parking is permitted in the street. No parking is permitted at all in the cul-de-sacs and alleys so as to keep them clear for emergency vehicles and mail delivery. Parking is not permitted on the west side of Conway Meadows Drive. Parking is only permitted on one side of the streets leading into the cul-de-sacs. Overnight guests may use the parking pads.**

- D. Street parking is limited to short-term guest parking only so as not to restrict the flow of emergency vehicles. Vehicles shall not obstruct sidewalks, driveways, or mailboxes. All Unit Owners shall observe and abide by any parking and traffic regulations posted by the Board.
- E. Vehicles may not be parked on any grass or landscaped areas as all sprinkler systems are located in that area.
- F. Vehicles may only be parked in designated parking spaces at the mid-rise buildings and may not be parked around the elevator island in the mid-rise garages. Fifteen-minute parking is permitted at the elevator island to pick-up and drop-off residents or guests.

## ***II. Vehicle Requirements***

All motor vehicles shall display current licenses and other required permits or decals and shall be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emissions or appearance.

## ***III. Restrictions***

- A. The following vehicles may not be parked overnight on any Common Elements, including townhouse driveways, parking lots or roadways:
  - 1. A junk or derelict vehicle, which is defined as one that is missing any necessary parts such as, but not limited to, tires, wheels, engine, etc., that are necessary for operation of the vehicle on public streets.
  - 2. Any trailer (including house, boat or otherwise trailers).
  - 3. Any boat
  - 4. Any motor home, self-contained camper, camp truck, or camper slip-on where the back of the camper is higher than the roof line of the cab of the truck.
  - 5. Any mobile home or fifth-wheel vehicle.
  - 6. Any pop-up camp/tent trailer or similar recreation-oriented portable vehicle or transportable facility or conveyance.

7. Any other vehicle not defined above that is not normally or regularly used for routine transportation, including dune buggies, non-operational automobile collections or other automotive equipment not licensed for use on the highways of Missouri.
  8. Any vehicle defined as a commercial vehicle by the code of Missouri.
  9. Any vehicle with commercial lettering, advertising or visible commercial equipment whether or not defined as a commercial vehicle by Missouri law and regardless of whether or not operated for commercial use. Any vehicle with commercial lettering must be parked in an enclosed garage.
  10. Private or public school or church buses.
- B. No vehicle, other than an Approved Vehicle, shall be parked on the Common Elements for longer than forty-eight (48) hours without prior written permission from the Board. The Board reserves the right to require that such vehicles be parked only in areas specified by the Board.
- C. No vehicle shall be parked on the Common Elements with "for sale" signs in view.
- D. Vehicle repairs, other than emergency maintenance and light normal cleaning, are not permitted on the Common Elements.

#### **IV. *Liability***

- A. Nothing in this resolution shall be construed to hold the Association or the Board of Directors responsible for damage to vehicles or the loss of property from vehicles parked on the Common Areas.
- B. Should an employee of the Association at the request of a Unit Owner move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith.

#### **V. *Enforcement***

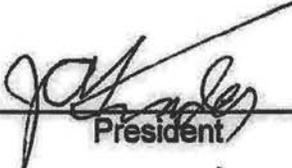
- A. Vehicles parked in violation of this policy may be towed without prior notice at the expense and risk of the vehicle Owner and/or the Unit Owner that the vehicle is associated with may be fined in accordance with Policy Resolution 07-02 – Enforcement.

- B. The Association shall be held harmless by such Unit Owner for any and all damages or losses that may ensure, and any and all rights in connection therewith that the Owner or driver may have under the provisions of state or local laws and ordinances are hereby expressly waived. The Unit Owner shall indemnify the Association against any liability that may be imposed on the Association as a result of such illegal parking or abandonment and any consequences thereof.

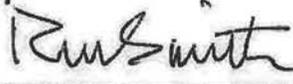
### RESOLUTIONS ACTION RECORD

This Resolution, Policy Resolution No. 07-03 Revised, was adopted at a regular meeting of the Board held on February 24, 2010, with approval of the Board of Managers.

ATTEST:

  
President

2-24-10  
Date

  
Secretary

2/24/10  
Date

**ADMINISTRATIVE RESOLUTION NO. 07-04 - REVISED:**

**CONSTRUCTION PROCEDURES**

GIVEN THAT Article 13 of the Declaration provides that the Board of Managers shall have the power to adopt, amend and enforce reasonable rules and regulations in accordance with applicable laws, the Declaration and the Bylaws; and

GIVEN THAT the Board deems it necessary and desirable and in the interest of the Association and its members to establish guidelines and procedures for all construction performed on the property;

NOW, THEREFORE, the Board resolves that the following guidelines and procedures be, and hereby are, adopted.

**The following rules are to be followed when construction work is to be performed in a townhome or mid-rise unit:**

1. Work may begin at 7 a.m. Noisy work such as sawing, hammering, or concrete drilling may not begin before 8 a.m. All work will end with clean up and the contractor off the property by 6 p.m. daily, unless the activity becomes a nuisance to other owners. Work may take place Monday through Saturday. No work is permitted to take place on Sunday.
2. No work will be permitted on the common elements without the express permission of the Board of Managers.
3. Upon completion of any work, the common elements must be returned to their original condition. Any cost associated is the responsibility of the owner.
4. If any non-compliance with any part of this policy resolution shall occur, the Board will provide notice to the owner, and he may be fined.
5. The dumpsters at the mid-rise buildings shall not be used to dispose of construction debris.
6. Unit owners are responsible for obtaining all necessary permits.

**The following rules are to be followed when construction work is to be performed in a mid-rise unit:**

1. Contractors and workmen are asked to enter and exit through the garage. All materials and equipment will be taken up and down in the elevator. With approval, exceptions may be made for unusually large items to be delivered through the front door of the building.
2. Contractors are not permitted to use the building carts.
3. No smoking is permitted in common areas. No loud music or profanity is permitted.
4. Contractors are required to use carpet runners (shrink wrap) in the hallways to protect carpeting (not supplied by Conway Meadows).
5. Contractors will contain their work inside the unit being renovated. Proper ventilation must be utilized for any painting or stripping work, or for other work which may produce strong chemical odors or fumes. Plumbing and electrical lines (or other common elements) are to be accessed from inside the unit unless approved by the Board. No materials may be left in the common areas overnight.
6. Reasonable efforts to clean up the area outside the unit being worked in shall be made on a daily basis. If it becomes necessary for the Association to arrange for clean up of the common areas after any workers, all costs for such clean up will be allocated back to the unit owner who is having the work done.
7. Contractors will be responsible for removing construction debris and trash from building premises. Use of Association dumpsters is strictly prohibited. A fine commensurate with the cost of rectifying the problem will be levied against any owner whose contractor does not remove construction debris.
8. Owners are responsible for contacting the manager in advance of any elevator use for transporting large items so that pads may be put up to protect the walls.

**RESOLUTIONS ACTION RECORD**

This Resolution, Administrative Resolution No. 07-04 - REVISED, was adopted at a regular meeting of the Board held on September 26, 2024.

ATTEST:

Larry Schuber  
President

10/9/24  
Date

Gloria Leonard  
Secretary

10/9/2024  
Date

**POLICY RESOLUTION NO. 08-01 - REVISED:**

**ESTATE SALE GUIDELINES**

**GIVEN THAT** Article 13 of the Declaration provides that the Board of Managers shall have the power to adopt, amend and enforce reasonable rules and regulations in accordance with applicable laws, the Declaration and the Bylaws; and

**GIVEN THAT** the Board deems it necessary and desirable and in the interest of the Association and its members to establish guidelines and procedures for residents desiring to conduct an estate sale within Conway Meadows Condominium;

**NOW, THEREFORE,** the Board resolves that the following guidelines and procedures be, and hereby are, adopted.

**The following must be followed at least 14 days prior to a sale. It would be preferable to allow more time for scheduling.**

A homeowner must call the Association office at (314) 576-2068 for permission to hold a sale and to request a form that must be filled out and returned quickly, prior to the sale. At the time of this request, check with the manager to see if the date you want is available.

A deposit of \$500.00 must be submitted along with the form. The deposit will be refunded to you following the sale if no damage is found upon inspection by Conway Meadows management. Damage could include ruts in the lawn, damage to irrigation heads, or muddy carpeting or damaged walls in the common areas of the midrise buildings. If more than \$500.00 in damage is found, the owner will be billed with the amount of repair.

If any Association rules, including the rules stated in this "Estate Sale Policy" are broken during the sale, the unit owner will be fined and the fine will be taken out of the deposit.

Sales may take place on Saturday and Sunday only. The Association will not allow more than one sale to take place on the same day.

The person or company running the sale must have professionals at the gate and in front of the building where the sale is taking place to direct cars to the sale and give instructions on parking.

In addition to gate and front of building personnel, sales at the midrise buildings must have a front door attendant located in the lobby, and signage inside pointing the way to the correct unit.

For sales taking place at the townhome buildings, please use the unit rear or garage entrance for loading and unloading whenever possible.

All sales will be between the hours of 8:00 a.m. and 4:00 p.m.

"No Parking" signs must be placed along nearby alleys and cul-de-sacs to designate areas where attendees will be unable to park in accordance with the Association's parking rules.

Estate sale signs will be permitted during the sale only and must be removed at the end of the day.

For sales at the midrise buildings, adhesive plastic runners must be placed in the lobby and hallway from the front door of the building to the unit front door where the sale is taking place. The unit owner should contact the office to request that protective pads be put up in the elevator.

A copy of the parking policy is attached. These parking rules must be followed at all times.

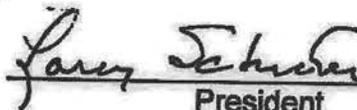
Failure to follow this procedure will result in the sale being immediately shut down by a member of the Board of Managers or management.

The owner holding the sale is responsible for any actions or damage caused by visitors.

### RESOLUTIONS ACTION RECORD

This Resolution, Policy Resolution No. 08-01 - REVISED, was adopted at a regular meeting of the Board held on August 24, 2023.

ATTEST:

  
President

8/24/2023  
Date

  
Secretary

8/24/2023  
Date

Effective Date: September 1, 2013

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION  
RULES FOR LEASING OF UNITS**

THESE RULES are adopted by the Board of Managers ("Board") of Conway Meadows Condominium Association ("Association") this 17<sup>th</sup> day of July, 2013 and shall be effective on the date set forth above.

WHEREAS, Conway Meadows Condominium ("Condominium") exists under the Missouri Uniform Condominium Act ("Act"), by virtue of the "Amended and Restated Conway Meadows Declaration of Condominium and By-Laws" as recorded in Book 11719 Page 1310 of the records of St. Louis County, Missouri, as may be amended ("Declaration"), as may be amended.

WHEREAS, the Board is authorized to adopt reasonable rules to administer the Condominium and the Association as provided in Section 448.3-102.1(1) of the Act and Section 13.11 of the Declaration; and

WHEREAS, the Board finds that leasing is a factor that may impair the ability of owners to sell their Units and refinance their mortgage loans, and adversely affect the marketability of Units and resale values; and

WHEREAS, the Board finds that the secondary mortgage market requires disclosure of the number of non-owner occupied units; and

WHEREAS, the Board has minimal information on Units currently leased; and

WHEREAS, the Board deems it to be in the best interests of the Condominium community as a whole to promote a quality residential community by adopting reasonable rules for leasing of Units as more particularly set forth herein.

NOW THEREFORE, the followings Rules are adopted:

- 1. Lease Addendum.** If an Owner intends to lease his or her Unit, he/she shall comply with all leasing regulations as contained in the Declaration and Lease Addendum. Lease Addendum shall be utilized by all owners leasing their unit, the Lease Addendum attached to these Rules marked Exhibit A and incorporated herein by reference.
- 2. Enforcement.** Enforcement of these Rules is subject to Article 17 of the Declaration, and other applicable provisions of the Act and Declaration. If an Owner fails to comply with any obligation contained in these Rules, the Board shall notify the Owner and provide reasonable opportunity to cure. Any subsequent breach by the Owner is subject to any and all of the following remedies as the Board's discretion: (1) termination of the tenancy and eviction of

the occupants, (2) a monetary fine, after notice and opportunity to be heard, and (3) any other appropriate remedy including but not limited to recovery of damages and/or injunctive relief, and recovery of costs and attorney's fees incurred by the Association in enforcement of these Rules which would be collectible in the same manner as assessments under the Act and Declaration.

3. **Effective Date.** These Rules shall be effective thirty (30) days after publication to the Owners, and shall apply to events and circumstances occurring after said effective date.

The undersigned officers of the Board of Managers hereby execute the foregoing Rules and certify that these Rules have been duly adopted on the date and year first above written.

Board of Managers  
Conway Meadows Condominium  
Association, a Missouri nonprofit  
corporation

By:   
Its President

[No Seal]

Attest:

  
Secretary

**LEASE ADDENDUM AND CERTIFICATION  
CONWAY MEADOWS CONDOMINIUM ASSOCIATION**

This Addendum is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and is part of and incorporated into the Lease dated \_\_\_\_\_ by and between \_\_\_\_\_ ("Landlord") and \_\_\_\_\_ ("Tenant") relating to real property commonly known and numbered as \_\_\_\_\_ within Conway Meadows Condominium ("Condominium"). The provisions of this Lease Addendum shall apply notwithstanding any provisions of the Lease.

1. The Condominium exists under the Missouri Condominium Property Act ("Act") and the "Amended and Restated Conway Meadows Declaration of Condominium and By-Laws" as recorded in Book 11719 Page 1310 of the records of St. Louis County, Missouri ("Declaration"), and the By-Laws and the Rules and Regulations of Conway Meadows Condominium Association ("Association"). The Declaration, By-Laws, and Rules and Regulations, as amended, are collectively referred to herein as the "Governing Documents." The Association is responsible for governance of the Condominium under the Act and Governing Documents.
2. The Lease, Landlord and Tenant are subject to the provisions of the Act and Governing Documents.
3. The Lease shall have a minimum initial term of not less than 12 months. Renewal or extension of any lease shall be in writing.
4. Use and occupancy of the Unit shall comply with the Act and Governing Documents and in no event may the Unit be leased on a month-to-month basis or for transient or hotel purposes.
5. Not less than the entire Unit shall be leased.
6. Any sublease or assignment shall be in writing.
7. This Addendum shall be executed by Landlord, Tenant, and the Association as part of the Lease, and may be amended only with the prior written consent of the Board. Landlord shall furnish to the Board, at least fifteen (15) days before the commencement date, a lease application including a copy of the executed Lease and this Addendum, the names and contact information of the Tenant and all occupants. By signing this Addendum, the Landlord certifies that (a) a background check on the Tenant (including but not limited to felony conviction and Missouri Sex Offender Registry) is acceptable to the Landlord, and (b) the Tenant has obtained renter's insurance to be in effect during the Tenant's occupancy of the Unit. The Board may reject the Lease if does not comply with applicable provisions of the Governing Documents.
8. Landlord certifies that he/she provided a copy of the Governing Documents to Tenant, and Tenant certifies that he/she received said Governing Documents, prior to signing the Lease.
9. Landlord assigns to Tenant all rights and privileges related to occupancy of the Unit, including use of any parking space(s) and storage locker assigned to the Unit and recreational facilities (if any). Landlord retains the right to vote and serve on the Board, the duty to pay assessments, fines and other charges by the Association, the obligation to maintain and insure the Unit, and responsibility for Tenant's compliance with the Act and Governing Documents.
10. Landlord appoints the Board as his/her attorney-in-fact to enforce any violation by Tenant of the Act or Governing Documents, except for nonpayment of rent. The Association shall have all remedies provided in the Act and Governing Documents, and may deem such violation a default of the Lease. After notice to the Landlord and opportunity to be heard and to cure, the Association may impose fines, terminate the Lease and evict the Tenant by judicial proceeding, and be entitled to recover from the Landlord any unpaid fines, administrative charges, attorney's fees and costs incurred in enforcement. Any failure by Landlord to pay assessments and related charges and fees, administrative charges and fines for 60 days or more shall result in withdrawal of Tenant's right to use recreational facilities (if any) and, upon written notice by the Board, Tenant shall pay rent directly to the Board which shall be applied to the Landlord's account until the delinquency is paid in full, in which case Landlord agrees not to seek recovery of rent from Tenant for such amounts actually paid to Association.

OWNER/LANDLORD:

TENANT:

\_\_\_\_\_

\_\_\_\_\_

Effective Date: September 1, 2013

**CONWAY MEADOWS CONDOMINIUM ASSOCIATION  
ENFORCEMENT RULES AND PROCEDURES**

THESE RULES are adopted this 17<sup>th</sup> day of July, 2013 by the Board of Managers of Conway Meadows Condominium Association ("Association") and shall be applicable on the Effective Date stated above.

WHEREAS, Conway Meadows Condominium exists under the Missouri Uniform Condominium Act ("Act") by virtue of the "Amended and Restated Conway Meadows Declaration of Condominium and By-Laws" as recorded on August 12, 1998 in Book 11719 Page 1309 of the records of St. Louis County, Missouri, as may be amended ("Declaration"); and

WHEREAS, the Association, acting through its Board of Managers ("Board"), is responsible for governance, management, and administration of the Condominium under the Act and Declaration; and

WHEREAS, the Board is authorized to establish reasonable rules and regulations to foster compliance with the Declaration as provided in Section 448.3-102.1(1) of the Act and Section 13.11 of the Declaration; and

WHEREAS, the Board deems it in the best interests of the Condominium community as a whole to establish reasonable rules and regulations to foster voluntary compliance and for enforcement of violations of the Declaration for the general welfare of the Owners and to preserve property values in the Condominium.

NOW THEREFORE, the Board adopts the following rules and regulations ("Rules") applicable to events and circumstances after the Effective Date stated above.

*Each Owner is responsible for compliance with the covenants and restrictions contained in the Declaration and rules and regulations adopted by the Board. This responsibility extends to the Owner's family, tenants, guests, and invitees. The Board declares that compliance with the covenants and restrictions contained in the Declaration, and with rules adopted by the Board, is important to foster harmony of community and to protect property values and, therefore, deems it to be in the best interests of the Association and the community as a whole to adopt fair, efficient and effective procedures for enforcement of such covenants, restrictions and rules.*

**1. Determination of Alleged Violation.** The existence of an alleged violation of any covenant and restriction contained in the Declaration may be established by the Board by virtue of personal observation or information obtained by the Board, or by written notification of complaint by one or more members of the Association that is verified or deemed reliable by the Board.

**2. Voluntary Resolution.** Upon establishing the existence of an alleged violation, the Board shall make reasonable efforts to meet personally with the alleged violator for the purposes of seeking voluntary and appropriate measures to cease, abate or otherwise correct the conduct or activity that is the cause of the alleged violation. Following the meeting, the Board or manager shall send the alleged violator a written confirmation of any resolution or understandings reached, including a statement of the alleged violation and the corrective action and schedule for compliance agreed upon.

**3. Notice of Violation.** In the event that a meeting and resolution are not feasible or in the event that the alleged violator fails to perform any agreement to comply under Section 2 above, the Board shall serve the alleged violator with written notice stating:

(a) a description of the nature of the alleged violation,

(b) the proposed penalty to be imposed as provided in Section 7 below,

(c) a period of not less than ten (10) days for the alleged violator to make a written request to the Board for a hearing. In the event the Board deems an emergency exists, the period of time for a hearing may be shortened by the Board, and

(d) the proposed penalty shall be imposed as set forth in the notice unless the alleged violation is corrected within a reasonable schedule set forth in the notice or the alleged violator timely requests a hearing, and

(e) in the event the Association incurs attorney's fees in connection with enforcement of the alleged violation, the alleged violator would be responsible for the Association's reasonable attorney's fees.

**4. Notice of Hearing.** A hearing shall be scheduled upon timely request by the alleged violator or set by the Board. The Board shall provide written notice to the alleged violator setting forth the date, time and place of the hearing.

The hearing shall provide the alleged violator at least fourteen (14) days prior notice to such hearing, subject to the Board's discretion to shorten based upon the circumstances of the violation. The Hearing shall be conducting within thirty (30) days of the Notice of Violation unless the Board and the alleged violator otherwise agree.

**5. Hearing Procedures.** Any hearing held under these Rules shall substantially follow these procedures.

(a) The hearing shall be held at a meeting of the Board in executive session.

(b) The Board shall request any other owner or resident that provided a written complaint of the alleged violation to be present and testify as to his/her complaint.

(c) The alleged violator shall be afforded a reasonable opportunity to be heard, including presentation of any testimony or evidence on his/her own behalf.

(d) Proof of proper notice shall be placed in the minutes of the meeting, and shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director or manager who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting.

(e) The minutes shall state the purpose of the hearing.

(f) The Association and the alleged violator may have legal counsel present at the hearing.

**6. Findings.** The Board shall give written notice to the alleged violator of the Board's findings and decision within ten (10) days after the hearing.

(a) Based on evidence presented at the hearing, the Board may determine that a violation has not occurred or does not exist, and may withdraw the notice of violation and imposition of fine; or

(b) The Board may find that a violation has occurred or does exist if:

(1) the alleged violator declines or fails to request a hearing, or

(2) the alleged violator fails to appear at a scheduled hearing, or

(3) the violation is supported by evidence presented at the hearing.

In the event the Board finds that the alleged violator is responsible for the alleged violation, the Board shall give written notice of the Board's findings and decision that such violation exists, demand that the violation be corrected on such schedule as the Board may determine to be reasonable under the circumstances, impose any reasonable penalty under Section 7 below, and/or seek a court order to compel compliance.

**7. Penalties.** The following penalties may be imposed in the event of a violation:

(a) A reasonable monetary penalty per incident of violation and/or, in the case of a violation involving continuing conduct or activity, a monetary penalty per day that the violation continues pursuant to Section 13.19 of the Declaration. Any unpaid fine, together with any costs and fees incurred by the Association as set forth in Section 8 below, shall be a continuing lien against the violator's Unit, and shall be the personal obligation of the owner, and shall be enforceable in the same manner as assessments under Section 14.13(a) the Declaration. A notice of lien may be recorded.

(b) The Board may declare that the violator's status as a Member in Good Standing is forfeited, and the following privileges of membership shall be withdrawn until the violation is corrected and any fine and other charges are paid in full: serving on the Board, being a candidate for election or appointment to the Board, and use of recreational facilities.

The penalties provided herein shall be cumulative, and shall be in addition to any other remedy allowed under the Act and Declaration, including but not limited to enforcement by an action at law or in equity, and the right to recover the Association's costs and fees set forth in Section 8 below, or by abatement of the violation, including removal of any article, vehicle or other object that constitutes the violation, at the cost of the violator.

**8. Costs and Fees.** Any costs and fees incurred by the Association in the implementation of these Rules, unpaid fines, and attorney's fees, shall be recoverable against the violator in the same manner as unpaid assessments, including but not limited to court costs, lien preparation and recording charges (including release of the lien), administrative expenses, fees and costs of title search, returned check charges, reasonable fees for attorney and paralegal services, and any other reasonable expenses incurred in the enforcement of these Rules. For the purposes of this Section 8, the violator shall be responsible for attorney's fees and paralegal services incurred by the Association beginning with the notice of violation provided in Section 3 above, regardless of whether a judicial proceeding is commenced or a notice of lien is filed.

**9. Board Discretion.** The decision to pursue enforcement action in any particular case shall be within the Board's discretion, except that the Board shall not be arbitrary or capricious in taking enforcement action. Without limiting the generality of the foregoing sentence, the Board may determine that, under the circumstances of a particular case:

(a) The Association's position lacks sufficient strength to justify taking any or further action; or

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

(c) Although a technical violation may exist or may have occurred, it is not of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; or

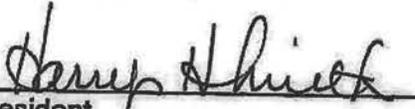
(d) That it is not in the Association's best interests, based upon hardship, expense, or other reasonable criteria, to pursue enforcement action.

Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or preclude the Association from enforcing any other covenant, restriction or rule.

**10. Adoption; Applicability.** The Board shall provide a copy of these Rules in draft form to each owner and schedule an opportunity for comments by the owners at a Board meeting. Thereafter, the Board is authorized to adopt these Rules, with such revisions as may be reasonable based upon said comments, upon execution below by the President and attestation by the Secretary. A copy of the final Rules shall be delivered to all owners (and lessees, if any) at least thirty (30) days prior to the Effective Date set forth on page 1 above. These Rules shall be applicable to all Units, and all Owners, tenants, guests, and invitees, as to events and circumstances occurring after said Effective Date.

IN WITNESS WHEREOF, the Board of Managers of Conway Meadows Condominium Association has adopted these Rules at a meeting of the Board duly called and held on the date first above written.

Board of Managers  
Conway Meadows Condominium Association,  
a Missouri nonprofit corporation

By:   
President

[No Seal]

Attest:

  
Secretary

**POLICY RESOLUTION NO. 15-01 - REVISED:**

**RENTAL OF GARAGE PARKING SPACES**

Pertaining to all Midrise Residents

GIVEN THAT Article 13 of the Declaration provides that the Board of Directors shall have the power to adopt, amend and enforce reasonable rules and regulations in accordance with applicable laws, the Declaration and the Bylaws; and

GIVEN THAT the Board deems it necessary and desirable and in the interest of the Association and its members to establish guidelines and procedures for the rental of garage parking spaces in the midrise buildings;

NOW, THEREFORE, the Board resolves that the following guidelines and procedures be, and hereby are, adopted.

In order to ensure the security of the midrise buildings, parking spaces in the garages of the midrise buildings shall only be rented to other residents in the same building. This rule only applies to the parking spaces that are rented out, wherein the owner of the space will receive compensation for the use of the space. This rule does not apply to owners who allow family members, caretakers, or other visitors to use his/her parking space at no cost.

If needed, the owner of the parking space shall furnish the renter with a garage door opener. The owner of the space will be responsible for retrieving the garage door opener after the rental period has ended.

Any garage space rental agreements in violation of this policy that were still in effect as of December 31, 2016 will be terminated as of December 31, 2017.

**RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 15-01 - REVISED, was adopted at a regular meeting of the Board held on April 11, 2017, with the directors voting as indicated below:

ATTEST:

Russ Smith  
President

4/11/17  
Date

Ken Seidelman  
Secretary

4/11/17  
Date

**POLICY RESOLUTION NO. 23-01:**

**CHIMNEY CLEANING**

GIVEN THAT Article 13 of the Declaration provides that the Board of Managers shall have the power to adopt, amend and enforce reasonable rules and regulations in accordance with applicable laws, the Declaration and the Bylaws; and

GIVEN THAT the Board deems it necessary and desirable and in the interest of the Association and its members to establish guidelines and procedures for chimney cleaning within Conway Meadows Condominium;

NOW, THEREFORE, the Board resolves that the following guidelines and procedures be, and hereby are, adopted.

Due to insurance restrictions, all Unit Owners with a wood burning fireplace that is in use must have annual cleaning completed by a licensed and insured third party chimney cleaning company. Ventless battery and ventless electric fireplaces and fireplace inserts may be used in a Unit and will not require annual cleaning. If a claim is caused by a wood burning fireplace, and there is no confirmation of annual cleaning, the Unit Owner may be assessed for damages. The Association reserves the right to request proof of annual fireplace chimney cleaning.

**RESOLUTIONS ACTION RECORD**

This Resolution, Policy Resolution No. 23-01, was adopted at a regular meeting of the Board held on May 25, 2023.

ATTEST:

  
\_\_\_\_\_  
President

6/14/2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Secretary

6/14/2023  
\_\_\_\_\_  
Date