



6615 Alamo Avenue, #1C | Clayton







BUTLER FELSHER | GROUP
ButlerFelsher.com

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Form # 2091

01/26

SELLER'S DISCLOSURE STATEMENT

Property Address : 6615 Alamo Avenue, Unit 1C, Clayton, MO 63105

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				
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.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	UNK <input type="checkbox"/>
2	Please explain any "Yes" answers you gave in this section:			
METHAMPHETAMINE				
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.	YES <input type="checkbox"/>	NO <input type="checkbox"/>	UNK <input checked="" type="checkbox"/>
4	Please explain any "Yes" answers you gave in this section:			
WASTE DISPOSAL SITE OR DEMOLITION LANDFILL (permitted or unpermitted)				
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.	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	UNK <input type="checkbox"/>

6	Please explain any "Yes" answers you gave in this section:									
RADIOACTIVE OR HAZARDOUS MATERIALS				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										
Lead-Based Paint				YES	NO	UNK				
9	Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
10	Are you aware if it has ever been covered or removed?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
11	Are you aware if the property has been tested for lead?			<input type="checkbox"/>	<input 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:									
Radon				YES	NO	UNK				
13	Are you aware if the property has been tested for radon gas?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
14	Are you aware if the property has ever been mitigated for radon gas?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
15	Please explain any "Yes" answers you gave in this section:									
Mold				YES	NO	UNK				
16	Are you aware of the presence of any mold on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
17	Are you aware of anything with mold on the property that has ever been covered or removed?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
18	Are you aware if the property has ever been tested for the presence of mold?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
19	Please explain any "Yes" answers you gave in this section:									
Asbestos Materials				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 type="checkbox"/>	<input checked="" type="checkbox"/>				
21	Are you aware of any asbestos material that has been encapsulated or removed?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
22	Are you aware if the property has been tested for the presence of asbestos?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>				
23	Please explain any "Yes" answers you gave in this section:									
Other Environmental Concerns				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 type="checkbox"/>	<input checked="" 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	6615 Alamo Condominium Owners' Association, Inc.								
27	Contact Name	Lisa Lohmann (Rodemyer Christel Inc.)	Phone #	(314) 454-0800						
28	Type of Property (check all that apply)	<input type="checkbox"/> Single Family	<input type="checkbox"/> Multi-Family	<input checked="" type="checkbox"/> Condominium	<input type="checkbox"/> Townhome	<input type="checkbox"/> Villa	<input type="checkbox"/> Co-op			
29	Mandatory Assessment #1	\$ 793.56	per	<input checked="" type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Other		
30	Mandatory Assessment #2	\$ _____	per	<input type="checkbox"/> Monthly	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Semi-Annual	<input type="checkbox"/> Annual	<input type="checkbox"/> Other		
31	Mandatory Assessment(s) include:									
	<input type="checkbox"/> entrance sign/structure	<input type="checkbox"/> street maintenance	<input checked="" type="checkbox"/> common ground	<input type="checkbox"/> snow removal specific to dwelling						
	<input checked="" type="checkbox"/> snow removal common area	<input checked="" type="checkbox"/> landscaping of common area	<input type="checkbox"/> landscaping specific to dwelling	<input type="checkbox"/> reception facility						
	<input type="checkbox"/> clubhouse	<input type="checkbox"/> pool	<input type="checkbox"/> tennis court	<input 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 checked="" type="checkbox"/> elevator	<input checked="" type="checkbox"/> some insurance	<input type="checkbox"/> real estate taxes	<input type="checkbox"/> other common facility					
	<input checked="" type="checkbox"/> assigned parking space(s): how many <u> 2 </u> identified as spots 11 and 12									
	<input checked="" type="checkbox"/> other specific item(s): hot water heater									
	<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 type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input checked="" type="checkbox"/>
35 Are you aware of any material defects in any common or other shared elements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
36 Are you aware of any existing indentures/restrictive covenants?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
37 Are you aware of any violation of the indentures/restrictions by yourself or by others?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
38 Is there a recorded shared driveway/street/road maintenance agreement?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
39 Is there a driveway/street/road that is not maintained by city or county? If so, please explain in description.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

40 Please explain any "Yes" answers you gave in this section:
 The small driveway from the back alley into the garage is not maintained by the city or county.

UTILITIES				
Services	Current Provider	Phone #		Avg Monthly Cost
41 Propane	N/A		<input type="checkbox"/> Owned <input type="checkbox"/> Leased	N/A
42 Gas	Spire	800-292-4008		UNK
43 Electric	Ameren	800-552-7583		UNK
44 Water	Condo provides			N/A
45 Sewer	Condo provides			N/A
46 Trash	Condo provides			N/A
47 Recycle	Condo provides			N/A
48 Internet	Spectrum			UNK
49 Phone	N/A			N/A

HEATING, VENTILATION AND COOLING ("HVAC") SYSTEMS

Type of Heating Equipment:									
50 Zone 1: Age	Brand	<input checked="" type="checkbox"/> Forced Air	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Radiant	<input type="checkbox"/> Baseboard	<input type="checkbox"/> Geo-Thermal	<input type="checkbox"/> Other		
51 Zone 2: Age	Brand	<input type="checkbox"/> Forced Air	<input type="checkbox"/> Heat Pump	<input type="checkbox"/> Radiant	<input type="checkbox"/> Baseboard	<input type="checkbox"/> Geo-Thermal	<input type="checkbox"/> Other		
Fuel Source of Heating Equipment:									
52 Zone 1:	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	<input type="checkbox"/> Fuel Oil	<input type="checkbox"/> Solar	<input type="checkbox"/> Other			
53 Zone 2:	<input type="checkbox"/> Natural Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	<input type="checkbox"/> Fuel Oil	<input type="checkbox"/> Solar	<input type="checkbox"/> Other			
Type of Air Conditioner:									
54 Zone 1: Age	Brand	<input checked="" type="checkbox"/> Central Electric	<input type="checkbox"/> Central Gas	<input type="checkbox"/> Window/Wall (# of Units:)	<input type="checkbox"/> Other				
55 Zone 2: Age	Brand	<input type="checkbox"/> Central Electric	<input type="checkbox"/> Central Gas	<input type="checkbox"/> Window/Wall (# of Units:)	<input type="checkbox"/> 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:**
 Unknown

60 Please explain any "Yes" or "Other" answers you gave in this section:

FIREPLACE(S)				YES	NO	UNK
61 Location 1: Room:	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			
62 Location 2: Room:	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:	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:

PLUMBING SYSTEM, FIXTURES AND EQUIPMENT

66 Plumbing System:	<input type="checkbox"/> Copper	<input type="checkbox"/> PVC	<input type="checkbox"/> PEX	<input type="checkbox"/> Galvanized	<input type="checkbox"/> Other:	UNK
67 Water Heater 1: Age:	Location:	Tank Size:	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	<input type="checkbox"/> Tankless <input type="checkbox"/> Other
68 Water Heater 2: Age:	Location:	Tank Size:	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	<input type="checkbox"/> Propane	<input type="checkbox"/> Tankless <input type="checkbox"/> Other

		YES	NO	UNK
69	Does the property have an ice-maker supply line?	<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.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
71	Are you aware of any problems or repairs needed in the plumbing system?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
72	Does property have a Swimming Pool/Spa/Hot Tub? (If "Yes," attach Form #2180, Pool/Spa/Pond/Lake Addendum to Seller's Disclosure Statement.)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
73	Please explain any "Yes" or "Other" answers you gave in this section:			
WATER (If well exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)				
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? UNK 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 :			
SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)				
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 type="checkbox"/>	<input checked="" type="checkbox"/>
84	Please explain any "Yes" answers you gave in this section:			
ELECTRICAL (Note: Certain types of electrical panels have been subject to recall)				
Type of Service Panel(s):				
85	Panel 1: Amps 200 Brand SIEMENS <input checked="" 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			
Type of Wiring:				
88	Panel 1: <input checked="" type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
89	Panel 2: <input type="checkbox"/> Copper <input type="checkbox"/> Aluminum <input type="checkbox"/> UNK <input type="checkbox"/> Other			
90	Panel 3: <input 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 panels in service in the property being subject to recall or otherwise out of date?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
93	Are you aware of any active knob and tube wiring in the property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
94	Please explain any "Yes" answers you gave in this section:			
CONSTRUCTION				
95	The property was originally constructed in: 2008 . Seller has occupied property from 09/01/2021 to 02/02/2026 .			
96	List all significant additions, modifications, renovations, & alterations to the property during your ownership below: Full kitchen remodel (2022) Installation of built-in cabinetry wall unit in living room (2022) Installation of cabinetry in laundry room (2022) Installation of pantry cabinetry and countertop (2022) Installation of bathroom vanity in both bathrooms with countertop and fixtures (2022) Replacement of wood deck with synthetic wood (2024)			
		YES	NO	UNK
97	Were required permits obtained for the work described above?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
98	Please explain any "No" answers you gave in this section:			

FOUNDATION			
99	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:		
		YES	NO
100	Are you aware of any problems or issues with foundation?	<input type="checkbox"/>	<input type="checkbox"/>
101	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"/>	<input type="checkbox"/>
102	Are you aware of any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab?	<input type="checkbox"/>	<input type="checkbox"/>
103	Are you aware of cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage?	<input type="checkbox"/>	<input type="checkbox"/>
104	Are you aware of any repairs to any of the building elements listed above?	<input type="checkbox"/>	<input type="checkbox"/>
105	Were required permits obtained for any repairs described above?	<input type="checkbox"/>	<input type="checkbox"/>
106	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:		
BASEMENT AND CRAWL SPACE (Complete only if applicable)			
107	Is the home equipped with a sump pit?	<input type="checkbox"/>	<input type="checkbox"/>
108	Is the home equipped with a sump pump?	<input type="checkbox"/>	<input type="checkbox"/>
109	Are you aware of any issues with sump pit(s) & pump(s)?	<input type="checkbox"/>	<input type="checkbox"/>
110	Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space or slab?	<input type="checkbox"/>	<input type="checkbox"/>
111	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"/>	<input type="checkbox"/>
112	Please explain any "Yes" answers you gave in this section:		
ROOF, GUTTERS AND DOWNSPOUTS			
113	What is the approximate age of the roof? _____ Is it documented? If yes, please provide documentation.	<input type="checkbox"/>	<input type="checkbox"/>
114	Are you aware of any active leaks to the roof?	<input type="checkbox"/>	<input type="checkbox"/>
115	Has the roof ever leaked during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>
116	Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership?	<input type="checkbox"/>	<input type="checkbox"/>
117	Are you aware of any problems with the roof, gutters or downspouts?	<input type="checkbox"/>	<input type="checkbox"/>
118	Does the property have multiple layers of roofing currently installed on any portion of the property?	<input type="checkbox"/>	<input type="checkbox"/>
119	Please explain any "Yes" answers you gave in this section and attach any documentation:		
PESTS/TERMITES/WOOD DESTROYING INSECTS			
120	Are you aware of any pests, rodents or termites/wood destroying insects impacting the property and improvements?	<input type="checkbox"/>	<input type="checkbox"/>
121	Are you aware of any uncorrected damage to the property caused by above?	<input type="checkbox"/>	<input type="checkbox"/>
122	Are you aware of any control reports for the property?	<input type="checkbox"/>	<input type="checkbox"/>
123	Are you aware of any control treatments to the property?	<input type="checkbox"/>	<input type="checkbox"/>
124	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"/>	<input type="checkbox"/>
125	Please explain any "Yes" answers you gave in this section:		
SOIL AND DRAINAGE			
126	Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property?	<input type="checkbox"/>	<input type="checkbox"/>
127	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"/>	<input type="checkbox"/>
128	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"/>	<input type="checkbox"/>
129	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"/>	<input type="checkbox"/>
130	Please explain any "Yes" answers you gave in this section:		

SURVEY AND ZONING			YES	NO	UNK	
131	Do you have a survey of the property? If yes, please attach.			<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
132	Does the survey include all existing improvements on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
133	Are you aware of any shared or common features with adjoining properties?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
134	Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
135	Is any portion of the property located within the 100-year flood hazard area (flood plain)?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
136	Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
137	Please explain any "Yes" answers you gave in this section: See condominium documents					
INSURANCE			YES	NO	UNK	
138	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 type="checkbox"/>	<input checked="" type="checkbox"/>
139	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)						
140	Range/Stove	<input type="checkbox"/> N/A	Age 4	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
141	Oven	<input type="checkbox"/> N/A	Age 4	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
142	Cooktop	<input checked="" type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
143	Outdoor Grill	<input checked="" type="checkbox"/> N/A	Age	<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
144	Dryer Hookup	<input type="checkbox"/> N/A		<input type="checkbox"/> Gas	<input type="checkbox"/> Electric	
145	Built in Microwave	<input type="checkbox"/> N/A	Age 4			
146	Built in Refrigerator	<input type="checkbox"/> N/A	Age 4			
147	Dishwasher	<input type="checkbox"/> N/A	Age 4			
148	Garbage Disposal	<input type="checkbox"/> N/A	Age 4			
149	Trash Compactor	<input checked="" type="checkbox"/> N/A	Age			
150	Electric Pet Fence	<input checked="" type="checkbox"/> N/A	# of collars			
151	Gas Powered Exterior Lights	<input checked="" type="checkbox"/> N/A	# of lights			
152	Security System/Cameras	<input type="checkbox"/> N/A		<input type="checkbox"/> Owned	<input type="checkbox"/> Leased	
			YES	NO	UNK	
153	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"/>
154	Please explain any "Yes" answers you gave in this section:					
MISCELLANEOUS			YES	NO	UNK	
155	Has the property been continuously occupied during the last twelve months?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
156	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 type="checkbox"/>	<input checked="" type="checkbox"/>
157	Is the property located in an area that requires any specific disclosure(s) from the city or county?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
158	Is the property designated as a historical home or located in a historic district?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
159	Is property tax abated or subject to a tax freeze (such as Senior Property Tax Freeze)? If yes, attach documentation from taxing authority.			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
160	Are you aware of any pets having been kept in or on the property?			<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
161	Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
162	Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
163	Are you aware if carpet has been laid over a damaged wood floor?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
164	Are you aware of any existing or threatened legal action affecting the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
165	Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property?			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
166	Please explain any "Yes" answers you gave in this section: During the 5 years in this condo she had 1 cat and 1 dog in the unit. The cat has been gone for a number of years. The dog was last in the unit in November 2025.					

ADDITIONAL COMMENTS

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Seller attaches the following document(s): _____

SELLER'S ACKNOWLEDGEMENT:

Seller acknowledges having 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.

*SENIOR P. O'NEILL PERSONALLY REPRESENTATIVE OF THE ESTATE OF
KATHRYN M. PERDUE?* dotloop verified
04/13/26 6:11 PM CDT
VHSX-5CTS-83AQ-UKDB

SELLER SIGNATURE

DATE

SELLER SIGNATURE

DATE

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

BYLAWS
OF
6615 ALAMO CONDOMINIUM OWNERS' ASSOCIATION, INC.

**6615 ALAMO CONDOMINIUM
OWNERS' ASSOCIATION, INC.**

BYLAWS

**ARTICLE I
Name and Address**

Section 1.1 **Name.** The name of this association shall be 6615 Alamo Condominium Owners' Association, Inc. (the "**Association**").

Section 1.2 **Address.** The office of the Association shall be at the place to be designated by the Board of Directors, subject to transfer upon notice to the Members.

Section 1.3 **Registered Agent.** The Association shall have and continuously maintain in the State of Missouri a registered agent and registered office as required by the Missouri Nonprofit Corporation Act. The registered office may be changed from time to time by the Board of Directors.

**ARTICLE II
Applicability**

These Bylaws shall be applicable to the Association in accordance with the terms of the Condominium Declaration for 6615 Alamo Condominium, made and established on _____, 2011 ("**Declaration**"). All Owners of Units shall be Members of the Association, and all Owners of Units and any other person who Unit Owners shall permit to use the Common Elements shall be subject to these Bylaws and the Regulations. Ownership, rental or occupancy of any Unit in the Property shall be conclusively deemed to mean that the Owner, tenant or occupant has accepted, ratified and will comply with these Bylaws and the Regulations.

**ARTICLE III
Purpose**

The purpose of the Association is to promote the health and welfare of the Members and to protect and enhance the value of the Property, including, without limitation, providing for the management, maintenance, repair and replacement of the Common Elements. The Association does not contemplate pecuniary gain or profit to its Members as a result of membership in the Association.

ARTICLE IV
Definitions and Interpretation

Section 4.1 **Definitions.** The following terms shall have the meanings set forth below:

"**Act**" shall mean the Uniform Condominium Act, Chapter 448, Sections 448.1-101 through 448.4-120, RSMo, as amended from time to time.

"**Board of Directors**" shall mean those persons serving as Directors pursuant to Article VII of these Bylaws and their successors as duly elected and qualified from time to time. For purposes of these Bylaws, the term "Board of Directors" shall mean the same governing body referred to as the "Executive Board" in Section 448.1-103 (14) of the Act.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Common Expenses**" shall mean all costs and expenses, including allocations to the Reserve Fund, reserves, or financial liabilities of the Association pursuant to the provisions of the Declaration, these Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

"**Condominium Unit**" shall mean a Unit, together with an undivided interest, appurtenant to the Unit, in and to the Common Elements.

"**Declaration**" shall mean the Condominium Declaration for 6615 Alamo Condominium and any amendments thereto.

"**Director**" shall mean a member of the Board of Directors.

"**Land**" shall mean that certain tract of land located in the City of Clayton, St. Louis County, Missouri and more particularly described in **Exhibit A** to the Declaration.

"**Manager**" shall mean any experienced and professional manager with whom the Association contracts for the day-to-day management of the Property and/or the administration of the Association and the Condominium established by the Declaration.

"**Member**" or "**Members**" means all Owners of Units.

"**Minute Book**" shall mean the minute book of the Association, which shall contain the minutes of all annual and special meetings of the Association and the Board of Directors and all resolutions of the Board of Directors.

"**Missouri Nonprofit Corporation Act**" shall mean Chapter 355, Sections 355.001 through 355.881, RSMo, as amended from time to time.

"**Owner**" shall mean any Person (including the Declarant with respect to any unsold Units) owning fee title to a Condominium Unit, but does not include any Person having an interest in a Condominium Unit solely as security for an obligation.

"**Person**" shall mean any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

"**Regulations**" shall mean the rules and regulations of the Association adopted and amended from time to time by the Board of Directors relating to the appearance, use, and occupancy of the Property.

"**Reserve Fund**" shall mean a fund to be maintained by the Association to meet unforeseen expenditures of the Association or to purchase any additional equipment or services deemed necessary by the Association for operation of the Condominium and as described in the Declaration.

"**Systems**" shall include, but not be limited to, all fixtures, equipment, pipes, lines, wires, computer cables and conduits used in the production, heating, cooling and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals.

Any capitalized term that is not defined in this Section 4.1 shall have the meaning set forth in the Declaration.

Section 4.2 Interpretation. In the event of a conflict of interpretation between the provisions set forth in these Bylaws and the provisions set forth in the Declaration, the provisions in the Declaration shall govern. In the event that the Code is hereafter amended or changed, both the Declaration and these Bylaws shall be interpreted in a manner which conforms to the provisions of the Code with respect to not for profit entities, it being the intention to preserve the status of the Association as a bona-fide not for profit entity.

ARTICLE V Member

Section 5.1 Membership.

(a) Each Member shall possess one vote equal to that Member's allocated interest for its Unit as set forth in Exhibit C of the Declaration. A Member's voting rights may be suspended during any period that the Member is delinquent in the payment of any assessment duly established pursuant to the Declaration or these Bylaws, or the Member is otherwise in default under the terms of the Declaration, these Bylaws, or the Regulations. Any matter described herein as requiring approval by a stated percentage or a majority of the Members shall mean a stated percentage or a majority of the allocated vote held by those Members who are then eligible to vote.

(b) In cases where more than one party owns an interest in a Condominium Unit, all such parties shall arrange among themselves for one of their number to exercise the voting rights herein established. In no event shall there be more than one vote for any Condominium Unit. If only one of the parties is present at a meeting of the Association, that person may cast that Unit's vote. If more than one of the parties is present and after one party casts the vote, another party present makes prompt protest to the person presiding over the meeting, such vote shall not be counted unless such parties can unanimously agree on such vote by the end of the meeting.

Section 5.2 Affirmative Vote. Except as otherwise provided herein or in the Declaration, the Members shall be entitled to vote upon any decision or resolution and the majority of votes cast shall determine the passage of any decision or resolution. A vote may be cast in person, by proxy, or by ballot by Members of record who are entitled to vote. Notice and quorum requirements shall be as set forth in these Bylaws. Cumulative voting shall not be permitted. Any Member whose voting rights have been suspended shall not be entitled to vote.

Section 5.3 Membership List. The Secretary shall maintain, at the Association's principal office, an updated list of Members and their last known post office addresses as provided by each Member. The list shall also show opposite each Member's name the address of the Condominium Unit(s) he owns. The list shall be revised by the Secretary to reflect changes in the ownership of Condominium Units occurring prior to the date of the annual or special meeting. The list shall be open to inspection by all Members and other persons lawfully entitled to inspect the list during regular business hours up to the date of the annual or special meeting. The Secretary shall also keep current and retain custody of the Minute Book, at the Association's principal office.

Section 5.4 Proxies. Votes may be cast by written proxy or by ballot. Written proxies may be submitted by United States mail, delivered to the Association's principal office, delivered directly to the Secretary or delivered in such other manner as directed by the Association. A proxy vote shall be defined as a written vote submitted by a Member which either states the specific vote of the Member with respect to the issues, resolutions or election being voted on by the Members at the annual or special meeting or which is written permission for the Board of Directors or a specific Director to exercise the Member's vote(s) as the Board of Directors or the specific Director sees fit.

ARTICLE VI Meetings of the Association

Section 6.1 Place of Annual and Special Meetings. All annual and special meetings of the Association shall be held at the Association's principal office or at another suitable and convenient place permitted by law and fixed by the Board of Directors from time to time and designated in the meeting notices. Nothing contained herein shall prohibit Members from participating in such meetings via teleconference.

Section 6.2 Date of Annual Meetings. Annual meetings of the Association shall be held at least once each year on a date as shall be fixed by the Board of Directors by written

notice to the Members. The Members may transact any business which may properly come before the meeting.

Section 6.3 Notice of Annual Meetings. The Secretary shall mail notices of annual meetings to each Member directed to the last known post office address for such Member as shown on the records of the Association, by regular mail, postage prepaid. Notices of annual meetings shall be mailed not less than ten (10) nor more than sixty (60) days before the date of the meeting and shall state the date, time and place of the meeting, the purpose or purposes thereof and the items on the agenda, including the specific nature of any proposed amendment or change to the Articles or these Bylaws, and any proposal to remove a director or officer of the Association.

Section 6.4 Special Meeting. A special meeting of the Association may be called by the President, a majority of the Directors, or upon presentation to the Secretary of a petition stating the specific purpose of the special meeting, provided, however, such petition has been signed by the Members having not less than twenty percent (20%) of the votes entitled to be cast at such special meeting.

Section 6.5 Notice of Special Meetings. The Secretary shall mail or deliver notice of any special meeting of the Association to each Member in the manner provided in Section 6.3 of these Bylaws. The notice shall state the same items required by Section 6.3 of these Bylaws for notices of annual meetings. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of no less than sixty-seven percent (67%) of the votes allocated to the Members present at the special meeting, either in person or by proxy.

Section 6.6 Member Quorum. At any duly convened meeting of the Association, a quorum shall be present if Members possessing at least twenty percent (20%) of the votes that may be cast at such meeting are present in person or by proxy at the beginning of the meeting.

Section 6.7 Order of Business. The order of business at all meetings of the Association shall be as follows: (a) roll call; (b) proof of notice of meeting or waiver of notice; (c) approval of the minutes of the preceding meeting; (d) reports of officers and committees; (e) election of Directors, if applicable; (f) unfinished business; (g) new business; and (h) adjournment.

Section 6.8 Action Without Meeting by Written Ballot. Any action which may be taken by the vote of the Members at a regular or special meeting may be taken without a meeting if done in compliance with relevant provisions of the Missouri Nonprofit Corporation Act. If an action is taken without a meeting, the Board shall distribute a written ballot to every Member entitled to vote on the matter. The ballot shall set forth the proposed action, provide an opportunity to specify approval or disapproval of any proposal, and provide a reasonable time within which to return the ballot to the Association. Approval by written ballot shall be valid only when the number of votes cast by ballot within the time period specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a regular or special meeting authorizing the action.

Section 6.9 Administration of Affairs. Subject to the provisions of the Act, the Missouri Nonprofit Corporation Act, the Declaration and these Bylaws, the Association shall be governed by the Board of Directors.

**ARTICLE VII
Board of Directors**

Section 7.1 Authority; Number of Directors.

(a) The affairs of the Association shall be governed by a Board of Directors. The number of Directors shall be fixed by the Board of Directors from time to time. The initial Directors shall be three (3) in number and shall be those Directors appointed by Declarant. The initial Directors shall serve until their successors are elected and qualified. Except as is provided in Sections 7.1(b), 7.1(c) and 7.1(d) herein below, Declarant shall have the right to appoint and remove members of the Board of Directors until that date following the termination of Declarant Control. If Declarant voluntarily surrenders control prior to the termination of the period of the Declarant Control, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the period of Declarant Control.

(b) Not later than sixty (60) days after the Declarant has conveyed to Owners other than the Declarant title to twenty-five percent (25%) of the Units which may be created in the Condominium, an election shall be held by the Association, pursuant to the Bylaws, for the election of at least one and not less than twenty-five percent (25%) of the members of the Board of Directors.

(c) Not later than sixty (60) days after the Declarant has conveyed title to fifty percent (50%) of the Units which may be created in the Condominium to the Owners other than the Declarant, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors.

(d) Not later than the termination of the period of the Declarant Control, an election shall be held by the Association, pursuant to the Bylaws, for the election of at least three and not less than a majority of the-members of the Board of Directors who shall be Owners.

(e) Each Director, other than Directors appointed by the Declarant, shall be a Member, or in the case of corporate, limited liability company or partnership ownership of a Condominium Unit, a duly authorized agent or representative of the corporate or partnership Owner. The corporate or partnership Owner shall be designated as the Director in all correspondence or other documentation setting forth the names of the Directors. In any election of Directors, the nominees receiving the highest number of votes, either in person or by proxy, shall be the Members elected to the Board of Directors.

Section 7.2 Term of Directors and Compensation. The Directors shall hold office for a term of two (2) years and shall be so elected that the terms of a bare majority, if there is an odd number of Directors, or one-half of the Directors, if there is an even number of Directors,

will expire in the odd years and the remainder in the even years. Directors shall hold office until their successors have been elected and have qualified. Directors shall serve without compensation for such service.

Section 7.3 Nominations to Board of Directors. Members may be nominated for election to the Board of Directors in either of the following ways:

(a) A Member who is not a Director and who desires to run for election to that position shall be deemed to have been nominated for election upon his filing with the Board of Directors a written petition of nomination bearing the genuine signatures of at least five other Members; or

(b) A Director shall be deemed to have been nominated for re-election to the position he holds by signifying his intention to seek re-election in a writing addressed to the Board of Directors.

Section 7.4 Vacancies on Board of Directors. After the period of Declarant Control, if the office of any elected Director shall become vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the remaining Directors, at a special meeting duly called for this purpose, shall choose a successor who shall fill the unexpired term of the directorship being vacated. If there is a deadlock in the voting for a successor by the remaining Directors, the one Director with the longest continuous term on the Board of Directors shall select the successor. At the expiration of the term of his position on the Board of Directors, the successor Director shall be re-elected or his successor shall be elected in accordance with these Bylaws.

Section 7.5 Removal of Directors. Subject to the right of the Declarant to nominate and appoint Directors as set forth in Section 7.1 of these Bylaws, elected Directors may be removed, with or without cause, by consent of no less than sixty-seven percent (67%) of the votes allocated to the Members at any special meeting of the Members of which notice has been properly given as provided in these Bylaws; provided the same notice of this special meeting has also been given to the entire Board of Directors, including any individual Director whose removal is to be considered at this special meeting.

Section 7.6 Organizational Meeting of the Board of Directors. No later than twenty (20) days following each of (i) the establishment of the Association, (ii) the termination of the period of the Declarant Control and (iii) each annual meeting of the Members of the Association, the Board of Directors shall hold a regular meeting for the purposes of organization, election of officers and transaction of other business. Notice of this meeting shall be given to all Directors in accordance with Section 7.8 of these Bylaws, except for the initial meeting, which shall be called by the Declarant.

Section 7.7 Place of Meetings. All meetings of the Board of Directors shall be held at the Association's principal office or at any other place or places designated at any time by resolution of the Board of Directors or by written consent of all of the Directors. A meeting of the Board of Directors may be held by any method of communication, including electronic and

telephonic, by which each Director may hear and be heard by every other Director, and any such meeting may involve consideration of any action, including any action involving a vote on a fine, damage assessment, appeal from a denial of architectural control approval, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue.

Section 7.8 Regular Board of Directors Meetings. Regular meetings of the Board of Directors may be held at any time and place permitted by law as from time to time may be determined by the Board of Directors. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by telegram, telephone, facsimile or by United States mail, with postage prepaid, directed to him at his last known post office address, as the same appears on the records of the Association, at least five (5) but not more than thirty (30) days before the date of the meeting. This notice shall state the date, time, place and purpose of the meeting. Meetings of the Board of Directors may be held by conference telephone; provided, however, at any regular meeting of the Board of Directors, not more than one Director may participate by telephone.

Section 7.9 Special Board of Directors Meetings. Special meetings of the Board of Directors may be called by the President or by the President or the Secretary upon the written request of any two Directors, on two (2) days' prior notice to each Director. Special meetings may be held by telephone conference.

Section 7.10 Waiver of Notice. Before any meeting of the Board of Directors, whether regular or special, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to giving the required notice. All written waivers shall be filed in the Minute Book or made a part of the minutes of the meeting. Attendance by a Director at any meeting of the Board of Directors shall likewise constitute a waiver by him of the required notice. If all Directors are present at any meeting of the Board of Directors, no notice of the meeting shall be required and any business may be transacted at the meeting except as prohibited by law or these Bylaws.

Section 7.11 Directors Quorum. At all duly convened meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, except as otherwise expressly provided in these Bylaws. The acts of a majority of the Directors present at the meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, the Directors present may adjourn the meeting from time to time and, at the adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice to any Director.

Section 7.12 Consent in Writing. Any action by the Board of Directors, including any action involving a vote on a fine, damage assessment, or suspension of a right of a particular Member before the Member has an opportunity to attend a meeting of the Board of Directors to present the Member's position on the issue, may be taken without a meeting if all of the Directors shall unanimously consent in writing to the action. Such written consent shall be filed in the

Minute Book. Any action taken by such written consent shall have the same force and effect as a unanimous vote of the Directors.

Section 7.13 Records. The Board of Directors shall cause a complete record of all of its acts and the corporate affairs of the Association to be kept and to present a general report thereof to the Members at each annual meeting of the Association or at any special meeting where a general report is requested in writing by no less than thirty three percent (33%) of the votes allocated to Members entitled to vote.

Section 7.14 Powers and Duties. The Board of Directors shall have and exercise all powers and duties necessary for the proper administration of the affairs of the Association. In the performance of its duties as the governing body of the Association, the Association shall have all powers enumerated in Section 448.3-102 of the Act (as hereinafter amended), and in addition to those powers and duties set forth in the Act and the Declaration, the Board of Directors shall have the powers and duties including, but not limited to, the following:

- (a) Duties:
 - (i) each Director individually and the Board of Directors collectively shall perform the duties of the Board of Directors in good faith as a fiduciary of the Association, in a manner which the Director believes to be in the best interest of the Association and with the care of a person of ordinary prudence under similar circumstances, including, but not limited to, reasonable inquiry, skill and diligence;
 - (ii) provide for the operation, maintenance, management, insurance, cleaning, sanitation, renewal, replacement, care and upkeep of the Common Elements and all property, real or personal, of the Association;
 - (iii) determine the Common Expenses and any other charges comprising the operating expenses of the Association, establish the amount of Monthly Assessments, as the same may increase or decrease, and assess the same against the Owners in accordance with the provisions of the Declaration and these Bylaws;
 - (iv) levy and collect, in addition to Monthly Assessments, Special Assessments in amounts which the Board of Directors deems proper, whenever the Board of Directors is of the opinion it is necessary to do so in order to meet increased operating or maintenance costs or additional capital expenses or because of emergencies;
 - (v) use and expend any sums collected from Monthly Assessments and Special Assessments for the operation, maintenance, renewal, care and upkeep of the Common Elements;
 - (vi) maintain the Common Elements;

- (vii) maintain a reserve fund out of Monthly Assessments adequate for the periodic maintenance, repair and replacement of the Common Elements;
- (viii) pay all taxes and assessments levied or assessed against any property that may be owned by the Association, exclusive of any taxes or assessments levied against any Owner or otherwise properly chargeable to the Owner;
- (ix) collect delinquent Assessments against any Condominium Unit and the Owner thereof, whether by suit or otherwise and to abate any nuisance and enforce the terms of the Declaration and the observance of the Regulations by injunction or other legal action or means which the Board of Directors may deem necessary or appropriate;
- (x) establish operating, escrow and other accounts in the name of the Association as the Board of Directors may deem appropriate from time to time and as may be consistent with generally accepted accounting practices;
- (xi) adopt a budget for each fiscal year which shall contain estimates of the costs and expenses of the Association and the proposed Monthly Assessments;
- (xii) cause all necessary state and federal income tax returns, and all amendments thereto, to be filed in the appropriate offices;
- (xiii) maintain accounting records in accordance with generally accepted accounting principles;
- (xiv) make and enforce compliance with the Regulations relative to the operation, use and occupancy of the Property, including, but not limited to, penalties to be levied for violations of these Bylaws, the Declaration and the Regulations which the Board of Directors shall adopt, and to amend the same from time to time as and when approved by appropriate resolutions which shall be binding on the Owners, tenants and occupants of Condominium Units, their successors in title and assigns. A copy of these Regulations and copies of any amendments thereto shall be delivered or mailed to each Owner and any tenant or occupant of a Condominium Unit promptly upon the adoption thereof.

(b) Powers:

- (i) employ and dismiss personnel of the Association, and to purchase or arrange for those services, machinery, equipment, tools, materials and supplies as, in the opinion of the Board of Directors, may from time to time be necessary for the proper operation and maintenance of the Common Elements;

- (ii) enter into contracts for professional management of the Property and the Association, at such prices and upon such terms as may be determined by the Board of Directors, to perform those duties and services which the Board of Directors may lawfully delegate. However, any management contract shall provide for termination by either party with or without cause on ninety (90) days' written notice thereof to the other;
- (iii) employ or retain and receive advice from professional counsel and consultants, including, but not limited to, landscape architects, architects, engineers, planners, biologists, lawyers and accountants, which the Board of Directors may deem necessary for any proper purposes of the Association, and to fix the compensation for professional advice or services, including, but not limited to, those hereinbefore or hereinafter referred to in these Bylaws. The Board of Directors shall be entitled to rely in good faith on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (A) one or more officers or employees of the Association whom the Board of Directors reasonably believes to be reliable and competent in the matter presented; (B) counsel, public accountants or other persons as to the matters which the Board of Directors reasonably believes to be within the professional or expert competence of this person; and (C) a committee of the Board of Directors duly designated in accordance with law, as to matters within its designated authority, which committee the Board reasonably believes to merit confidence. The Board of Directors shall not be considered to be acting in good faith if it has knowledge concerning the matter in question that would cause this reliance to be unwarranted;
- (iv) name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to this trustee (each of whom shall be referred to herein as the "Insurance Trustee"), who shall be given exclusive authority to negotiate losses under any policy providing property or liability insurance coverage. The Association or any Insurance Trustee or substitute Insurance Trustee designated by the Association shall have the power to act as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, execution of releases of liability and the execution of all documents and the performance of all other acts necessary to accomplish these purposes;
- (v) establish depositories for the funds of the Association with the bank or banks as shall be designated from time to time by the Board of Directors and in which monies of the Association shall be deposited. Withdrawal of

monies shall be only by check signed by those persons who are authorized by the Board of Directors to sign checks on behalf of the Association;

- (vi) invest monies of the Association in any investments which the Board of Directors deems to be reasonably prudent;
- (vii) borrow and repay monies and give notes, mortgages or other security upon the terms which are deemed reasonable by the Board of Directors;
- (viii) acquire by purchase, gift, annexation or lease, real or personal property, if, at any time in the future, the Board of Directors deems it to be proper and not inconsistent with the terms hereof to do so;
- (ix) grant and reserve easements, leases, licenses or concessions where necessary or desirable for utilities, routes of ingress and egress, or any other purpose, over the Common Elements;
- (x) establish a form of estoppel certificate acceptable to the Association for delivery to prospective purchasers and lenders and an appropriate charge for furnishing such certificate;
- (xi) impose reasonable charges for the preparation and recordation of amendments to the declaration, resale certificates required by Section 448.4-109 of the Act, or statements of unpaid Assessments;
- (xii) do all things incidental and necessary to the accomplishment of the above; and
- (xiii) cause a complete review of the books and accounts of the Association to be made by a competent independent public accountant at the end of each fiscal year and at any other time or times deemed necessary.

The duties and powers imposed on the Board of Directors by this Section 7.14 shall not be amended so as to reduce or eliminate any duties or powers of the Board of Directors without the affirmative vote of at least fifty-one percent (51%) of the votes of Members voting at the meeting called to consider such amendment.

Section 7.15 Annual Budget and Assessments. Prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to each of the Owners a budget setting forth the anticipated Common Expenses for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such monthly assessment commences to be payable. The Association shall call a meeting of the Owners to consider the

budget and thereafter adopt the budget as provided in subsection 3 of Section 448.3-103 of the Act.

Section 7.16 Manager. To facilitate management of the Property and the administration of the Association, the Board of Directors may delegate to a Manager responsibility for matters of a routine nature, provided only that an agreement evidencing such relationship shall in no event exceed a period of three years, renewable by agreement of the parties thereto for successive one year periods only, and shall be subject to termination by either party without cause and without payment of a termination fee upon not more than ninety (90) days' prior written notice and for cause upon not more than thirty (30) days' prior written notice. In addition to the foregoing, no decision by the Association to establish self-management of the Property after a Manager has been appointed shall be effective unless and until approved by an affirmative vote of the Owners holding not less than sixty-seven percent (67%) of the votes allocated by the Declaration.

Section 7.17 Open Meeting. Meetings of the Association and the Board shall be open to all Owners. The Board shall have the right to adjourn a meeting and reconvene in private, closed executive session to consider any actions involving personnel, pending litigation, contract negotiations, enforcement actions, or the invasion of privacy of individual Owners, or upon the request of an affected party, or to consider matters that are confidential in the opinion of the Board; provided, however, the Board shall announce the general nature of the business to be considered in such executive session prior to adjourning the meeting.

ARTICLE VIII Officers

Section 8.1 Officers. The officers of the Association shall be a President, Secretary and Treasurer. The offices of President and Secretary may not be held by the same person. The Secretary may be eligible to hold the office of Treasurer. A Director shall be elected as President. The Treasurer and Secretary need not be Directors.

Section 8.2 Election. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting held pursuant to Section 7.6 of these Bylaws and shall hold office until their successors are elected or appointed by the Board of Directors; provided that each officer may be removed, either with or without cause, and his successor elected by the affirmative vote of a majority of the Directors at any annual or special meeting of the Board of Directors called for that purpose. The Board of Directors may, from time to time, appoint other officers which, in its judgment, are necessary. Any officer may resign at any time by giving written notice to the Board of Directors or to the President or Secretary. Any resignation shall take effect as of the date of the receipt of the written notice or any later time specified therein; unless specified therein, the acceptance of the written notice shall not be necessary to make it effective.

Section 8.3 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed in Section 8.2 of these Bylaws.

Section 8.4 President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Board of Directors and all meetings of the Members. The President shall have the general powers and duties usually vested in the office of the president of a condominium association, including, but not limited to, the power to appoint committees, from time to time, as he may deem appropriate to assist in the conduct of the affairs of the Association; provided, however, no such committee shall have the right to exercise the full authority of the Board of Directors. The President shall be an ex-officio member of all standing committees, if any. The President shall execute deeds, contracts and other instruments, in the name and on behalf of the Association and under its corporate seal when a seal is required, except when these documents are required or permitted by law to be otherwise executed, and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

Section 8.5 Secretary. The Secretary shall attend all meetings of the Board of Directors and all meetings of the Members and record all votes and the minutes of all such meetings and proceedings, including resolutions, in the Minute Book. The Secretary shall perform the same duties for any committees when required. The Secretary shall have charge of the Minute Book, the records of the Association and any papers which the Board of Directors shall direct the Secretary to keep. The Secretary shall perform all duties incident to the office of Secretary, including, but not limited to, the sending of notice of meetings to the Members, the Directors and members of any committees, and shall perform any other duties which may be prescribed by these Bylaws or by the Board of Directors or the President. The Secretary shall also have custody of the corporate seal and shall affix the same to any instrument requiring it when authorized by the Board of Directors and shall attest or certify the same when appropriate. The Secretary shall keep, or cause to be kept, at the principal office of the Association, a membership register showing the following: (a) the names and addresses of all Directors; (b) the names and last known post office addresses of all Members, as provided by the Members; and (c) the Condominium Unit that is owned by each Member. The Secretary shall prepare, execute and cause the recordation of amendments to the Declaration on behalf of the Association except when the preparation, execution and recordation thereof shall be delegated by the Board of Directors to another officer or agent of the Association. Nothing shall prohibit the functions of the Secretary to be delegated to an agent of the Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Secretary shall not relieve the Secretary from any responsibilities related to overseeing and reviewing any duties performed by the agent.

Section 8.6 Treasurer. The Treasurer shall have the responsibility for the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies, checks and other valuable effects in the name of and to the credit of the Association in those depositories which may be designated from time to time by the Board of Directors. The Treasurer shall disburse the funds of the Association, as the Treasurer may be ordered to do from time to time by the Board of Directors or by the President, and shall render to the President and the Directors at the regular meetings of the Board of Directors, or whenever the Board of Directors shall require, an account of his transactions as Treasurer and of the financial condition of the Association. Nothing shall prohibit the functions of the Treasurer to be delegated to an agent of the

Association provided this delegation is approved by resolution of the Board of Directors. The delegation of the duties of the Treasurer shall not relieve the Treasurer from any responsibility related to overseeing and reviewing any duties performed by the agent.

Section 8.7 Compensation. The officers of the Association shall serve without compensation except that they shall be entitled to reimbursement for all expenses reasonably incurred in the discharge of their duties.

ARTICLE IX Indemnification Of Directors, Officers And Other Authorized Representatives

The Association shall indemnify every Director and officer of the Association against, and reimburse and advance to every Director and officer for, all liabilities, costs and expenses incurred in connection with such directorship or office and any actions taken or omitted in such capacity to the greatest extent permitted under the Missouri Nonprofit Corporation Act and all other applicable laws at the time of such indemnification, reimbursement or advance payment; provided, however, no Director or officer shall be indemnified for: (1) a breach of duty of loyalty to the Association or its Members; (2) an act or omission not in good faith or that involves intentional misconduct or a knowing violation of the law; (3) a transaction from which such Director or Officer received an improper benefit, whether or not the benefit resulted from an action taken within the scope of directorship or office; or (4) an act or omission for which the liability of such Director or Officer is expressly provided for by statute.

ARTICLE X Association Books and Records

The Association shall keep or cause to be kept certain books and records as required by the Act and as herein provided, including, but not limited to: (i) detailed financial records of the Association in sufficient detail to enable the Association to prepare a resale certificate in accordance with the provisions of Section 448.4-109 of the Act; (ii) the Plat and any amendments thereto; (iii) the Original Sale Certificate and any amendments thereto; (iv) the name and last known post office mailing address of each Member, as provided by such Member; (v) voting records, proxies and correspondence relating to all amendments to the Declaration, the Articles and these Bylaws; and (vi) the minutes of all meetings of the Board of Directors and the Members. All books and records of the Association shall be available for inspection by the Members and their respective agents and representatives, during normal business hours. All books and records of the Association shall be kept in accordance with general business practices as consistently applied. The Association shall furnish each Member with a copy of any audited financial statements of the Association within ninety (90) days following the end of each fiscal year of the Association. The Board of Directors shall further make available, during normal business hours, for the inspection by Members and their respective agents and representatives, the current version of the Declaration, these Bylaws, Articles, and Regulations, as well as all amendments thereto. For purposes of this Article, "available" shall mean available for inspection, upon reasonable advance request of not less than twenty-four (24) hours, during normal business

hours at the Association's principal office. The cost of any copies shall be reimbursed to the Association at a rate set by the Board of Directors.

ARTICLE XI

Dissolution and Termination

Upon dissolution of the Association, the real and personal property of the Association shall be distributed pursuant to Article VII of the Articles of Incorporation of the Association, or, if no such provision is made in the Articles of Incorporation, distributed to one or more organizations which are exempt from taxation under Section 501(c) of the Code.

ARTICLE XII

Insurance

(a) Commencing upon the first conveyance of any Unit to a Person other than the Declarant, the Association shall obtain and maintain, as a Common Expense, the following described insurance coverages.

- (i) A "master" or "blanket" policy of property insurance insuring against all risks of direct physical loss commonly insured against including but not limited to "special" coverage, covering all Common Elements (excluding the Land, foundation and other items normally excluded from coverage) including Systems which constitute a part of the Common Elements, boiler and machinery coverage for air-conditioning units, as well as any personal property belonging to the Association. If the Condominium contains horizontally stacked Units which are described in the Declaration, such policy shall also cover such Units, as well as any improvements or betterments installed therein by any Person. Such "blanket" or "master" policy shall insure, for one hundred percent (100%) of the full replacement value of the items covered, against loss or damage by fire or other perils normally covered by the standard extended coverage endorsement available in the State of Missouri and against all other perils customarily covered with respect to condominium projects which are similar to the Property in construction, location, and use, including all perils normally covered by the standard "special" coverage endorsement as well as earthquake coverage. If an "inflation guard endorsement" is available for such policy of insurance, it shall be added to such policy; and
- (ii) A commercial general liability insurance policy covering all Common Elements. Such coverage shall not be for less than One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such coverage shall be for all occurrences commonly insured against and shall include, without limitation, legal liability of the insureds for property damage, bodily injury, medical payments, and deaths of persons arising out of or in

connection with the use, ownership or maintenance of the Common Elements.

- (iii) Blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association. Where the Association has delegated some or all of the responsibility for the handling of funds to a Manager, such Manager shall obtain and maintain at its expense such bonds for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association, naming the Association as an additional insured. Such Manager shall deliver a certificate of such insurance to the Association upon request, but not less than annually. Fidelity bonds will be maintained on such terms and with such surety or sureties, conditions, penalties or securities as shall be deemed proper by the Board of Directors; provided however, (i) that no such bond shall be written in a penal amount which is less than the estimated maximum of funds including reserve funds, in the custody of the Association or Manager at any given time during the term of each or less than a sum equal to Fifty Thousand Dollars (\$50,000) for twelve (12) months' aggregate Monthly Assessments on all Units plus reserve funds; (ii) such bonds shall name the Association as the obligee; (iii) the premiums for such bonds (except with respect to bonds maintained by the Manager for its officers, employees and agents) shall be paid by the Association; (iv) such bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions; and (v) all such bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least fifteen (15) days' prior written notice to the Association, or to any insurance trustee with whom the Association has entered into a written insurance trust agreement and to any first mortgagee (or servicer for a holder of first lien indebtedness). In addition to the foregoing notice in the event of cancellation or substantial modification, a similar notice to the same recipients shall be provided for in such bonds to be given at least fifteen (15) days prior to the lapse of any such bonds.

(b) The name of the insured under the foregoing described policy shall be set forth substantially as follows:

"6615 Alamo Condominium Owners' Association, Inc., for the use and benefit of the individual owners (which owners may be designated by name if required by law)."

Notwithstanding the foregoing, the policies may be issued in the name of an authorized representative of the Association, including any Insurance Trustee (or any successor to such trustee) with whom the Association has entered into an insurance trust agreement for the use and

benefit of the Owners of the Units. Loss payable provisions shall be in favor of the Association (or such Insurance Trustee) as a trustee for each Owner and each such Owner's first mortgagee. Each Owner of the Unit and such Owner's first mortgagee, if any, shall be beneficiaries of such policies in the percentage set forth as to each Unit as provided in the Declaration.

(c) Insurance policies shall contain such mortgagee protection clauses as may be required by the first mortgagees. No such policies nor the constituent documents of the company issuing them shall contain any provisions for requiring contributions or making assessments against the Association, the Owners, or any first mortgagee (or any successor or assign of any first mortgagee) nor may such policies or such constituent documents provide that loss payments are contingent upon any action by such company's, board of directors, policy holders or members, nor shall such policies contain any limiting clauses (other than insurance conditions) which could prevent any Owner or each such Owner's first mortgagee from collecting insurance proceeds.

ARTICLE XIII Miscellaneous

Section 13.1 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless the Board of Directors shall determine otherwise.

Section 13.2 Amendments to Bylaws.

(a) These Bylaws may be amended from time to time by the affirmative vote of the majority of the Directors or by the affirmative vote, in person or by proxy, of at least fifty-one percent (51 %) of the votes cast by the Members voting at the meeting called to consider such amendment.

(b) Notwithstanding any other provision of these Bylaws, at no time shall any amendment be made to these Bylaws so as to affect or change any power granted to the Declarant without the prior written consent of the Declarant.

Section 13.3 Construction. Number and gender as used in these Bylaws shall extend to and include both singular and plural and all genders as the context and construction require.

Section 13.4 Reserve Fund. The Reserve Fund shall be maintained in a segregated account. Prior to the end of the period of Declarant Control, Declarant may not use any of the Reserve Fund to defray any of Declarant's expenses, construction costs or to make up any budget deficits.

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF INCORPORATION MISSOURI NONPROFIT

WHEREAS, Articles of Incorporation of

*6615 Alamo Condominium Owners' Association, Inc.
N01160945*

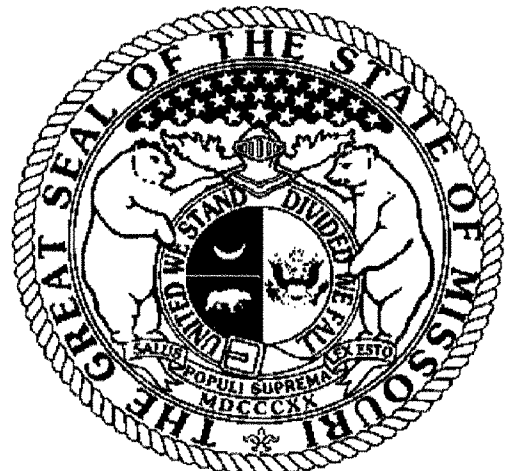
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Missouri Nonprofit Corporation Law;

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of the State of Missouri do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Missouri Nonprofit Corporation Law.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
5th day of August, 2011.

Robin Carnahan

Secretary of State



ARTICLES OF INCORPORATION
OF

6615 ALAMO CONDOMINIUM OWNERS' ASSOCIATION, INC.

The undersigned natural person of the age of eighteen (18) years or more for the purpose of forming a corporation under the Nonprofit Corporation Law of Missouri adopt the following Articles of Incorporation.

ARTICLE I

The name of the corporation is 6615 Alamo Condominium Owners' Association, Inc.

ARTICLE II

The corporation is a mutual benefit corporation.

ARTICLE III

The period of duration of the corporation is perpetual.

ARTICLE IV

The name and street address of the Registered Agent and Registered Office in Missouri is: HSJ Agent Corp., 120 South Central Avenue, Suite 1500, Clayton, Missouri 63105.

ARTICLE V

The name and address of the sole incorporator is: Samuel D. Chimento, 7751 Carondelet Avenue, Suite 400, St. Louis, MO 63105.

ARTICLE VI

Does the corporation have members: YES NO

State of Missouri
Creation - NonProfit 2 Page(s)



T1121719021

ARTICLE VII

Provisions not inconsistent with law regarding the distribution of assets on dissolution: Sections 355.661 through 355.746, RSMo., shall specifically apply in the event of a dissolution of the Association.

ARTICLE VIII

The corporation is formed for the following purposes: (1) to promote the health and welfare of the members of the Association and to protect and enhance the value of the condominium property, including without limitation, providing for the management, maintenance, repair and replacement of the common elements. The Association does not contemplate pecuniary gain or profit to its members as a result of membership in the Association; and (2) to perform all other legal powers permitted a nonprofit corporation in the State of Missouri.

ARTICLE IX

The effective date of this document is the date it is filed by the Secretary of State of Missouri.

In affirmation of the facts stated above,

Signed by the Incorporator:


SAMUEL D. CHIMENTO



State of Missouri
John R. Ashcroft, Secretary of State
 Corporations Division
 PO Box 778 / 600 W. Main St., Rm. 322
 Jefferson City, MO 65102

N01160945
Date Filed: 9/20/2024
John R. Ashcroft
Missouri Secretary of State

Statement of Change of Registered Agent and/or Registered Office
By a Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company

Instructions

1. This form is to be used by either a for profit or nonprofit corporation or a limited liability company to change either or both the name of its registered agent and/or the address of its existing registered agent.
2. There is a \$10.00 fee for filing this statement.
3. PO Box may only be used in conjunction with a physical street address.
4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter # N01160945

1. The name of the business entity is 6615 Alamo Condominium Owners' Association, Inc.

2. The address, including street and number, of its present registered office (before change) is
600 West Main Jefferson City MO 65101
Address City/State/Zip

3. The address, including street and number, of its registered office is hereby changed to:
10 S Broadway Suite 2000 Saint Louis MO 63102
Address (PO Box may only be used in conjunction with a physical street address) City/State/Zip

4. The name of its **present** registered agent (before change) is: (Secretary of State)

5. The name of the **new** registered agent is: RODEMYER-CHRISTEL, INCORPORATED

Authorized signature of **new** registered agent **must** appear below:
RODEMYER-CHRISTEL, INCORPORATED
(May attach separate originally executed written consent to this form in lieu of this signature)

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. The change was duly authorized by the business entity named above.

In Affirmation thereof, the facts stated above are true and correct:
 (The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

Rebecca Bell REBECCA BELL
Authorized signature of officer, member, manager or, if applicable, chairman of the board Printed Name

Other 09/20/2024
Title Date

Name and address to return filed document:	
Name:	<u>Rodemyer Christel, INC</u>
Address:	<u>Email: rbell@rcirealty.com</u>
City, State, and Zip Code:	<u></u>



State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division
PO Box 778 / 600 W. Main St., Rm. 322
Jefferson City, MO 65102

Statement of Change of Registered Agent and/or Registered Office By a Foreign or Domestic For Profit or Nonprofit Corporation or a Limited Liability Company

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4. Agent and address must be in the State of Missouri.
5. The corporation may not act as its own agent.

Charter #: N01160945

1. The name of the business entity is 6615 Alamo Condominium Association

2. The address, including street and number, of its present registered office (before change) is
600 West Main Jefferson City, MO 65101

Address

City/State/Zip

3. The address, including street and number, of its registered office is hereby changed to:
10 S Broadway, Suite 2000 St. Louis, MO 63102

Address (PO Box may only be used in conjunction with a physical street address)

City/State/Zip

4. The name of its **present** registered agent (before change) is: Secretary of State

5. The name of the **new** registered agent is: Rodemyer-Christel, Incorporated

Authorized signature of **new** registered agent **must** appear below:

(May attach separate originally executed written consent to this form in lieu of this signature)

6. The address of its registered office and the address of the business office of its registered agent, as changed, will be identical.

7. The change was duly authorized by the business entity named above.

In Affirmation thereof, the facts stated above are true and correct:

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040. RSMo)

Jamie Donphy
Authorized signature of officer, member, manager or, if applicable, chairman of the board

Jamie Donphy
Printed Name

property manager
Title

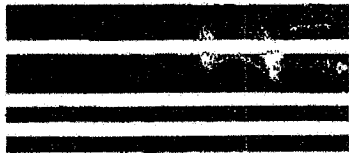
Date

Name and address to return filed document:

Name: _____

Address: _____

City, State, and Zip Code: _____



* 2 0 1 1 0 8 0 5 0 0 4 0 0 *

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

TYPE OF INSTRUMENT
PLAT

GRANTOR
6615 ALAMO CONDOMINIUM ET AL

TO

GRANTEE
CONDOMINIUM PLAT

PROPERTY DESCRIPTION:

Lien Number

Notation

Locator

BOOK & PAGE
359 193-194

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00400

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 + 33 pages, (this page inclusive), was filed for record in my office on the 5 day of August 2011 at 11:17AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

CLB2
Deputy Recorder



Janice M. Hammond
St. Louis County, Missouri

Mail to:

[Empty box for mail destination]

Destination code:

RECORDING FEE 217.00
(Paid at the time of Recording)

BOOK : 19301 - PAGE : 1676

33

**COVERSHEET TO
CONDOMINIUM DECLARATION
6615 ALAMO CONDOMINIUM**

08.05.2011

GRANTOR/GRANTEE: CORNERSTONE ALAMO DEVELOPMENT, LLC, a
Missouri limited liability company

GRANTEE: 6615 ALAMO CONDOMINIUM OWNERS'
ASSOCIATION, INC., a Missouri not-for-profit
corporation

ADDRESS: Cornerstone Alamo Development, LLC
7751 Carondelet Avenue
Ste. 400
St. Louis, Missouri 63105

LEGAL DESCRIPTION: SEE EXHIBIT A

6615 Alamo Condominium
Condominium Declaration
366191_4

CONDOMINIUM DECLARATION

FOR

6615 ALAMO CONDOMINIUM

THIS DECLARATION is made and established on 08.05, 2011, by CORNERSTONE ALAMO DEVELOPMENT, LLC, a Missouri limited liability company ("Declarant") for the benefit of itself, its successors and assigns, and 6615 ALAMO CONDOMINIUM OWNERS' ASSOCIATION, INC., a Missouri not-for-profit corporation (the "Association");

RECITALS:

WHEREAS, the Declarant is the fee simple owner of the land legally described on Exhibit A attached hereto and made a part hereof, and all Improvements thereon;

WHEREAS, the Declarant desires to create a Condominium pursuant to the provisions of the Act; and

WHEREAS, the Declarant intends hereby to establish a plan for the individual ownership of estates in real property consisting of Units and the appurtenant undivided interests in the Common Elements.

NOW, THEREFORE, the Declarant does hereby submit the Property to the provisions of the Act and the Condominium established hereby, and does hereby publish and declare that the following terms, provisions, covenants, conditions, easements, restrictions, reservations, uses, limitations and obligations are hereby established and shall be deemed to run with the Land and shall be a burden and benefit to the Declarant, the Association, the Owners and their respective heirs, legal representatives, successors and assigns.

ARTICLE I

Definitions

Section 1.1 Terms Defined. As used in this Declaration, the following terms shall have the meanings set forth below:

"Access Easement" means a perpetual and irrevocable easement and right of access to each Building and Condominium Unit, from time to time as may reasonably be necessary for (i) the maintenance, repair or replacement of any of the Common Elements thereon or accessible therefrom, (ii) the making of repairs therein necessary to prevent damage to the Common Elements or to any Unit, and (iii) such other reasonable purposes as are deemed by the

Association to be necessary for the performance of the obligations of the Association as described herein and in the Bylaws.

“Act” means the Uniform Condominium Act, Chapter 448, Sections 448.1-101 through 448.4-120 RSMo. as amended from time to time.

“Articles” means the articles of incorporation of the Association filed with the Secretary of State of Missouri, as duly amended from time to time.

“Assessments” means Monthly Assessments and Special Assessments established under Article VI and Article VII of this Declaration, together with dues, fees, charges, late fees, fines, collection costs, attorneys’ fees, and any other amount due to the Association by the Owner of a Condominium Unit or levied against a Condominium Unit by the Association.

“Association” means 6615 Alamo Condominium Owners’ Association, Inc., a Missouri not-for-profit corporation created for the purposes and possessing the rights, powers and authority set forth herein and in the Articles organized under the Act and the Missouri Nonprofit Corporation Act, Chapter 355, Sections 355.001 through 355.881. RSMo., as amended from time to time.

“Board of Directors” means those persons serving as members of the Board of Directors of the Association and their successors as duly elected and qualified from time to time as provided in the Bylaws. The Board of Directors shall constitute the Executive Board of the Association.

“Bylaws” means the bylaws of the Association adopted by the Board of Directors, as amended from time to time.

“Common Elements” means all portions of the Condominium including the Common Elements and including the Limited Common Elements and excluding only the Units.

“Common Elements Easement” means an irrevocable and non-exclusive easement for ingress to and egress from an Owner’s Unit, the exclusive right to use and enjoy the Limited Common Elements appurtenant thereto (subject to the rights of other Owners to use and enjoy such Limited Common Elements if appurtenant to more than one Unit), and the non-exclusive right to use and enjoy the Common Elements.

“Common Expenses” means all costs and expenses, including allocations to the Reserve Fund, reserves or financial liabilities of the Association pursuant to the provisions of this Declaration, the Bylaws or a resolution duly adopted by the Board of Directors or the Owners.

“Condominium” means the form of real property ownership established by this Declaration with respect to the Property, in which portions of the Property are designated for individual ownership or occupancy and the remainder of the Property is designated for common ownership or occupancy solely by the owners of such remainder.

“Condominium Unit” means a Unit, together with an undivided interest, appurtenant to the Unit, in and to the Common Elements.

“Declarant” means Cornerstone Alamo Development, LLC, whose address for notice purposes shall be 7751 Carondelet Avenue, Suite 400, St. Louis, MO 63105, and any party to whom such Declarant shall expressly assign, in a writing filed for record in the Recorder of Deeds Office of St. Louis County, Missouri, the rights, powers, privileges and or prerogatives of Declarant hereunder.

“Declaration” means this Condominium Declaration for 6615 Alamo Condominium and all recorded amendments thereto, which Declaration, and all amendments thereto, shall be recorded in the Recorder of Deeds Office of St. Louis County, Missouri.

“Development Rights” means a right or combination of rights to: (i) add real property to or withdraw real property from the Condominium; (ii) commence and/or complete any one or more of the Improvements shown on the Plat; (iii) create Units, Common Elements, or Limited Common Elements within the Condominium; or (iv) subdivide Units or convert Units into Common Elements.

“Easements” means collectively the Access Easement, the Common Elements Easement, the Support Easement, the Utility Easements, and the Parking Easement.

“Insurance Proceeds” means any and all proceeds received by an Owner from an insurance company as a result of a casualty loss in connection with a Condominium Unit.

“Improvements” means any building, pavement, fencing, landscaping, plumbing, utility and telecommunications lines and or facilities, and man-made objects of every type, existing or placed on the Land.

“Land” means that certain tract of land described in **Exhibit A** to this Declaration, together with all the rights and appurtenances pertaining thereto.

“Limited Common Elements” means those portions of the Common Elements that are allocated by the Act, this Declaration or the Plat for the exclusive use of one or more, but less than all of the Units. Limited Common Elements include the parking spaces assigned to a Unit by a deed and the doors and windows of the Units and any decks and deck railings that may be attached to one or more Units.

“Manager” means any experienced and professional manager with whom the Association contracts for the day-to-day management of the Property and or the administration of the Association and the Condominium established hereby.

“Monthly Assessment” means the monthly assessment established pursuant to Section 6.1 of this Declaration by the Board of Directors to pay Common Expenses when due.

“Owner” means any Person (including the Declarant with respect to any unsold Units) owning fee title to a Condominium Unit, but does not include any Person having an interest in a Condominium Unit solely as security for an obligation.

“Parking Easement” means a perpetual and irrevocable easement covering the parking area, as shown on the Plat, for the purposes of maintenance, repair and security of and relating to such area. The Association shall have the absolute right to assign all parking spaces to which this Parking Easement applies.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, estate, trust, unincorporated association and any fiduciary acting in such capacity on behalf of any of the foregoing.

“Plat” means the plats comprising **Exhibit B** to this Declaration and all recorded amendments thereto, including, without limitation, a drawing prepared by a registered land surveyor which contains the information required by subsection 2 of Section 448.2-109 of the Act.

“Property” means the Land and the Improvements.

“Regulations” means the rules and regulations of the Association adopted by the Board of Directors and relating to the Property, including, but not limited to, exterior appearance, use and occupancy of the Units, as amended from time to time as provided in the Bylaws.

“Special Assessments” means special assessments established by the Board of Directors under the provisions of Section 6.2 and Article VII of this Declaration from time to time as may be necessary or appropriate.

“Special Declarant Rights” means rights reserved for the benefit of the Declarant as provided in the Act, in general, and Section 448.1-103(27) of the Act, in particular which by way of example and not limitation, includes any one or more of the following: (i) exercise any Development Right; (ii) make the Condominium a part of a larger condominium or planned community; (iii) maintain the sales, management and leasing offices and models described in Section 3.1(c) of this Declaration, as well as signs advertising the Units or the Condominium; (iv) use Easements through any Common Elements for the purpose of making improvements within the Condominium or the Property; and (v) appoint or remove any officer or board member of the Association with or without cause during any period of Declarant Control (as defined in Section 9.2 of this Declaration).

“Support Easement” means a perpetual and irrevocable easement for support of all foundations, footings, columns, girders, support beams and any and all other structural members that support, uphold or are a part of the Property.

“Systems” shall include, but not be limited to, all fixtures, equipment, pipes, lines, wires, computer cables and conduits used in the production, heating, cooling, and/or transmission of air, water, gas, electricity, communications, waste water, sewage, and audio and video signals.

“Tenant” means any Person having the right to occupy a Unit pursuant to a lease granted by an Owner.

“Unit” means a physical portion of the Condominium that is designated for separate ownership or occupancy (the boundaries of which are depicted on the Plat), is contained within the perimeter walls, floors and ceilings of a Unit depicted on the Plat, and includes (i) all Systems which exclusively serve such Unit and (ii) the finish materials, fixtures and appliances contained in the Unit and (iii) the exterior doors of a Unit, but excludes (i) any of the structural components of the Property in which such Unit is located and (ii) Systems which serve more than one Unit.

“Utility Easements” means the easements shown on the Plat for utilities; provided, however, the Declarant may, in addition to the rights to relocate set forth in Section 3.4 of this Declaration, record an easement agreement or easement relocation agreement in the Recorder of Deeds Office of St. Louis County, Missouri, specifically locating or relocating the Utility Easements subsequent to the recordation of this Declaration, and the Owner of each Condominium Unit, by acceptance of the Deed to a Condominium Unit, hereby grants the Declarant an irrevocable power of attorney, coupled with an interest with full power and authority to locate and/or relocate the Utility Easements.

“Vertical Access Easement” means a perpetual and irrevocable easement for access to the Condominium through the stairways and elevators located within the Property to use and enjoy the stairways, the elevators, the elevator shafts, fire rooms, fire systems, fire and smoke alarms and lobbies.

“Working Capital Contribution” means an amount equal to two (2) times the monthly condominium fee to be contributed to the Association by each Owner as provided in Section 6.9 of this Declaration.

Section 1.2 Number and Gender. Whenever the context requires, references in this Declaration to the singular number shall include the plural, and, likewise, the plural number shall include the singular, and words denoting the gender shall include the masculine, feminine and neuter.

ARTICLE II

General Provisions

Section 2.1 Creation of Units; Plat.

(a) The Property is hereby divided into fee simple estates comprised of separately designated Units and each such Units' undivided interest in and to the Common Elements, which is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Declaration in the Recorder of Deeds Office in St. Louis County, Missouri, and shall continue until this Declaration is revoked or terminated in the manner herein provided.

(b) The Plat sets forth the information required by Section 448.2-109 of the Act. Declarant shall not be liable to any Owner as a result of any discrepancies in the actual Unit's measurements or square footage from those set forth on the Plat, and each Owner, by accepting a deed to a Condominium Unit, waives any such claim or cause of action against Declarant.

Section 2.2 Allocation of Interests in Common Elements. The undivided interest of each Owner in and to Common Elements shall be allocated based on the percentages set forth opposite the Unit numbers in Exhibit C to this Declaration. The percentages set forth on Exhibit C were derived by taking each unit's square footage divided by the total square footage of all the Units of the Condominium. The Common Elements shall remain undivided.

Section 2.3 Inseparability of Condominium Units; No Partition. Each Condominium Unit shall be inseparable, and shall be acquired, owned, conveyed, transferred, and encumbered only as an entirety. In no event shall a Condominium Unit held by more than one Owner be subject to physical partition and no Owner or Owners shall bring or be entitled to maintain, an action for the partition or division of a Condominium Unit or the Common Elements. Any purported conveyance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements without the Unit to which such Common Elements is allocated is void.

Section 2.4 Description. Any contract or other instrument relating to the acquisition, ownership, conveyance, transfer, lease or encumbrance of a Condominium Unit shall legally describe such Condominium Unit by its identifying Unit number followed by the words "6615 Alamo Condominium", located in St. Louis County, Missouri, with further reference to the recording data for this Declaration (including the Plat and any amendments to the Declaration). Every such description shall be good and sufficient for all purposes to acquire, own, convey, transfer, lease, encumber or otherwise deal with such Condominium Unit, and any such description shall be construed to include all incidents of ownership relating to a Condominium Unit.

Section 2.5 Mortgage of Condominium Unit. An Owner shall be entitled from time to time to mortgage or encumber a Condominium Unit by creating a lien governing the Condominium Unit under the provisions of a deed of trust, but any lien created thereby shall be subject to the terms and provisions of this Declaration, and any mortgagee or other lien holder who acquires a Condominium Unit through judicial foreclosure, public sale or other means shall be subject to the terms and provisions of this Declaration, except as specifically provided to the contrary herein. An Owner who grants a lien on a Condominium Unit shall notify the Association, giving the name and address of said Owner's mortgagee. The Association shall maintain such information in a book entitled "Mortgagees of Condominium Units," and shall notify an Owner's first mortgagee, in writing, of any default by such Owner in the performance of such Owner's obligations as set forth in this Declaration not cured within sixty (60) days of the default if such Owner's first mortgagee has requested such notice.

Section 2.6 Alteration of Boundaries of Units. If an Owner (including Declarant) or if two or more Owners own Units which adjoin horizontally (on the same floor), such Owner or Owners shall have the right to relocate the boundaries between such adjoining Units by removing and relocating all or any part of any intervening partition, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element (other than the partition) is damaged, destroyed or endangered; provided, however, that the Owner or Owners shall have the right to relocate certain Common Elements which are located within the said partition (such as pipes, flues, conduits, shafts, vents, ducts, wiring and the like) so long as such relocation is performed in a good and workmanlike manner by a capable and experienced workman and such Common Elements are fully operational upon completion of such relocation. Notwithstanding the above, prior to the commencement of any such alterations, such Owner or Owners shall submit to the Board of Directors of the Association for its approval the plans and specifications relating to such alterations, and no work shall be done until such approval has been obtained. In such event, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded in accordance with the provisions of Section 10.2 of this Declaration. The instrument of amendment shall (i) contain such plats and plans as are necessary to show the boundaries between the Units involved, which shall be certified as to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyancing between the Owners of the Units affected, (iii) specify any reasonable reallocation of the aggregate percentage ownership interest in the Common Elements pertaining to the Units affected, and (iv) specify any reallocation of parking spaces appurtenant to either of the Units affected. The Association hereby agrees to cooperate reasonably with such Owner or Owners in effectuating such amendment to this Declaration, provided that all costs and expenses incurred by the Association in connection therewith including attorneys' fees shall be paid exclusively by such Owner or Owners. In the event any damage is caused to any bearing wall, Common Element (other than the partition), or another Owner's Unit as a result of Owner's exercise of the rights granted hereunder, all such damages shall be repaired at the sole cost and expense of the Owner exercising such rights.

ARTICLE III

Uses, Reservations and Restrictions

Section 3.1 Permitted Use.

(a) Except as hereinafter provided with respect to Units owned by the Declarant, no Unit shall be used or occupied for other than single-family residential purposes. Each Unit shall also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in the Regulations.

(b) Units may be leased; provided, however, no Unit shall be leased for transient or hotel purposes or for any term of less than twelve (12) months, and no Owner of a Unit shall lease less than an entire Unit. Notwithstanding anything in this Declaration to the contrary, any Unit owned by Declarant may be leased for a period less than twelve (12) months. Any lease of a Unit by any Person other than Declarant shall first be approved by the Board of Directors, shall be in writing, shall state that it is subject in all respects to the provisions of this Declaration, the Bylaws and the Regulations, and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of this Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease. Notwithstanding anything contained herein to the contrary, in no event shall the number of Units leased (except for Units owned by Declarant) be greater than that which is authorized by the Federal Housing Administration for approval of loans in condominium projects. No Owner shall enter into any lease with any person or entity, other than a Family Member, without the prior written approval of the Board, which may be denied based on the number of Units subject to a lease. As used herein, "Family Member" shall mean a brother, sister, parent, child, grandparent or grandchild, related by blood or otherwise legally by way of adoption of the Owner of the Unit so occupied by such a Family Member.

(c) At all times while the Declarant is the Owner of any Unit, the Declarant may (i) maintain a management office, sales office, models and other sales facilities in such Units.

(d) A Unit may be used as a home office by an Owner; provided, however, (i) customers of the home office business shall not be permitted to enter the Unit or the Condominium, and (ii) the home office business shall not employ any non-owner/occupant employees without the prior approval of the Board of Directors.

Section 3.2 Further Requirements of Use. Each Owner shall maintain the Unit held by such Owner in a safe, clean and sanitary condition, and shall not maintain at such Unit, nor permit such Unit or the Limited Common Elements appurtenant thereto to become a public or private nuisance.

Section 3.3 Compliance with Declaration, Bylaws and Regulations. Each Owner, by accepting or possessing title to a Unit and any Tenant having the right to occupy any Unit

pursuant to a lease granted by an Owner, automatically shall be deemed to have agreed to comply strictly with the provisions of this Declaration, the Bylaws and the Regulations. A failure or refusal to comply with the provisions of any such instrument, after written notice, shall be grounds for an action to recover damages or sums due, with interest thereon at the highest lawful rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith, which action shall be maintainable by the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, in a proper case, by an aggrieved Owner. In addition, any such Owner's voting rights in the Association and his or his Tenant's right to use and enjoy the Common Elements may by written notice be suspended by the Association during the period of such noncompliance.

Section 3.4 Reservations by Declarant. The Declarant reserves, as a part of the Special Declarant Rights, the following rights: (i) to make and record corrections to the Plat to conform the same to the actual location of the Improvements, the actual size and location of the Units and or the proper designation of the elements of the Improvements as Units, Common Elements or Limited Common Elements; (ii) to establish, vacate, relocate and use the Easements as set forth in this Declaration; provided, however, that no modification of any Easement shall have the effect of altering or destroying a Unit or a Limited Common Element unless consented to by the Owner of such Unit, or by the Owner to whose Unit such Limited Common Element is appurtenant, as well as by the first mortgagee of any such Unit; (iii) to include, in any instrument initially conveying a Condominium Unit, such additional reservations, exceptions and exclusions as it may deem consistent with and in the best interests of the Owners and the Association; (iv) have and use an Easement over, under and across any and all of the Common Elements to the extent that same may be necessary or useful in constructing, repairing or completing the Condominium Units or as may be reasonably necessary for the exercise of any Special Declarant Rights or the performance of any obligations of the Declarant; and (v) exercise any Development Right.

Section 3.5 Easements. The Association, its agents, employees and contractors, including the Manager and the Manager's agents, employees and contractors shall have by virtue of the recordation of this Declaration and there is hereby granted and conveyed by the Owner of each Condominium Unit at the time each Owner accepts the deed to a Condominium Unit the Access Easement, the Utility Easements, the Parking Easement and the Support Easement. Each Owner of a Condominium Unit is hereby granted and conveyed the Common Elements Easement by each Owner at the time each Condominium Unit is conveyed to an Owner.

Section 3.6 Encroachments. If any portion of the Common Elements encroaches upon a Unit, an irrevocable and perpetual easement for such encroachment, and for the maintenance of same is hereby established. If any portion of a Unit encroaches upon the Common Elements, or upon any adjoining Unit, an irrevocable and perpetual easement for such encroachment and for the maintenance of same is hereby granted to the Owner of such Unit. Such encroachments and easements shall not be considered or determined to be encumbrances either upon a Unit or upon the Common Elements.

Section 3.7 Mechanic's Liens; Indemnification. No labor performed or materials furnished and incorporated in a Unit with the consent or at the request of an Owner, his agents or

representatives, shall be the basis for the filing of a lien against the Unit of any other Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all liabilities and obligations arising from the claim of any lien against the Unit of such other Owners or the Common Elements.

Section 3.8 Assignment of Parking Spaces. The parking spaces identified on the Plat shall be limited common elements for the Unit to which the parking space is conveyed by deed from Declarant to an Owner, and any maintenance or repair to any portion of the parking area shall be borne by, and be the sole responsibility of, the Association subject to the Act. No parking space may be transferred, conveyed, or leased from or by an Owner to any person or entity that is not an Owner or tenant of a Unit pursuant to a lease permitted in Section 3.1(b) of this Declaration. Any parking space may be conveyed between Owners subject to prior approval by the Board of Directors with all legal costs and recording costs to be paid by the Owners subject to said conveyance. If an Owner conveys a Unit, any parking space then owned by such Owner shall be conveyed with such Unit. No parking space shall be leased to any person or entity except for persons or entities owning or occupying a Unit as permitted in this Declaration. Any lease of a parking space shall become null and void upon the lessee of such parking space disposing of an ownership interest in a Unit.

ARTICLE IV

Matters Regarding the Association

Section 4.1 General. The Association has been incorporated as a not-for-profit corporation under the Missouri Nonprofit Corporation Act. In addition to the powers conferred on the Association under the Bylaws and hereunder, the Association may take all actions authorized by Section 448.3-102 of the Act. Any and all actions taken by the Association pursuant to this Declaration, the Act and the Bylaws is binding on all Owners of Units. This Declaration does not provide for any limitations or restrictions on the power of the Association or the Board of Directors.

Section 4.2 Allocation of Votes in the Association. Each Owner of a Unit shall automatically be a Member of the Association and shall possess one vote equal to such Owners allocated interest set forth on Exhibit C attached hereto with respect to each Unit owned by such Owner. All voting rights of an Owner may be suspended during any period that such Owner is delinquent in the payment of any Assessments duly established pursuant to Article VI or Article VII of this Declaration, or is otherwise in default under the terms of this Declaration, the Bylaws or the Regulations. Any matter described herein as requiring approval by a stated percentage or a majority of the Owners shall mean a stated percentage or a majority of the allocated votes held by those Owners who are then eligible to vote.

ARTICLE V

Maintenance, Alterations, Insurance, Taxes and Utilities

Section 5.1 Maintenance.

(a) Each Owner shall be responsible for and shall maintain and repair, at the Owner's sole cost and expense, the Owner's Unit (including, without limitation, all Systems that serve only or are a part of the Owner's Unit, fixtures and appliances therein contained, and all interior and exterior Unit doors and interior windows (but not exterior windows which shall be maintained and replaced by the Association) and the replacement thereof, including but not limited to hardware and glass); provided, however, the appearance of the Unit doors leading to the exterior of a Unit shall be monitored by the Association and all modifications to the appearance of such doors shall be reasonably approved by the Association. No Owner shall be required to directly pay the cost and expense of structural repairs to the Owner's Unit or to the Common Elements unless necessitated by the willful or negligent misuse thereof by the Owner, the occupants or the invitees of such Unit, in which event such costs and expenses shall constitute the sole obligation of such Owner. Any maintenance and repair work done by or at the instance of an Owner shall be done in a good and workmanlike manner using materials of equal or better quality than the materials removed, and shall be done in such a manner as not to impair the structural soundness or integrity or to alter the exterior appearance of the Unit or the Property. In the event an Owner fails to discharge the Owner's maintenance obligations hereunder, the Association shall be entitled (but not obligated) to cause such work to be done, and the cost and expense thereof shall be and constitute a lien upon such Owner's Unit which lien may be enforced in the same method as is provided for the enforcement of assessment liens pursuant to the provisions of Sections 6.3 or 6.4 of this Declaration. Any damage resulting from such maintenance, repair and replacement activities authorized or performed at the direction of the Association, whether by reason of an emergency or otherwise, shall constitute a Common Expense and be payable by the Association; provided, however, that if such maintenance, repairs or replacements are the result of the misuse or negligence of an Owner, or an Owner's occupants or invitees, then such Owner shall be responsible and liable for all such damage.

(b) All Common Elements shall be maintained by the Association, the cost and expense of which shall constitute a Common Expense and be payable by the Association. The Association shall maintain in good condition and repair the Common Elements (excepting only maintenance of those portions of the Systems that serve only or are part of an individual Unit), and shall establish and maintain an adequate reserve fund for such purposes, to be funded by Monthly Assessments rather than by extraordinary Special Assessment. Nothing herein shall be deemed or construed as relieving any Owner from liability or responsibility for damage to the Common Elements caused by the negligence or misuse of Owner or Owner's occupants or invitees.

(c) In the event a dispute shall arise among Owners as to the proper party to bear a maintenance cost or expense, the Board of Directors shall be entitled to resolve

such dispute; provided, however, that nothing herein shall be deemed or construed as limiting an Owner's right to have the provisions of this Section 5.1 interpreted by a court of competent jurisdiction; provided further, however, that any such cost or expense so disputed shall be paid in accordance with the determination of the Board of Directors pending final judgment in any such legal proceedings.

Section 5.2 Alterations. No Owner shall be entitled to alter, add to or improve his Unit, or the Limited Common Elements appurtenant thereto, in a manner as will or might reasonably be expected to affect the structural soundness, integrity, or the exterior appearance of any of the Improvements, any building system that services more than one Unit, or any warranty in favor of the Association, without the prior written consent of the Association. Further, no Owner shall be entitled to make any alteration, addition or improvement to a Limited Common Element appurtenant to more than his Unit unless the prior written approval of all Owners having an interest therein is obtained. Any alterations, additions and improvements made pursuant to this Section 5.2 shall be made at the individual cost and expense of the Owner having an interest in the Unit or Limited Common Element so altered, added to or improved.

Section 5.3 Insurance.

(a) Commencing as of the first conveyance of any Unit to an Owner other than the Declarant, the Association shall obtain and maintain, as a Common Expense, insurance coverage required pursuant to Section 448.3-113 of the Act, which shall include insurance on each Unit with a "special" form casualty insurance policy, including earthquake, in an amount at least equal to the replacement cost of the Units, including original Unit specifications and upgrades thereon so insured, and such additional coverage as the Association deems appropriate.

(b) Insurance policies shall provide that:

(i) each Owner is an insured person under such policies with respect to liability arising out of the Owner's ownership of an undivided interest in the Common Elements or membership in the Association;

(ii) any right to subrogation under the policy against any Unit Owner or members of his household is waived by the insurer;

(iii) such policy is primary insurance if at the time of a loss under the policy any Owner has other insurance covering the same property covered by the policy; and

(iv) no action or omission by any Owner, unless validly exercised on behalf of the Association, will void the policy or be a condition to recovery under the policy.

(c) The Board of Directors shall have the express authority, on behalf of the Association, to name as insured an authorized representative, including any trustee (or

successor thereto) with whom the Association has entered into any insurance trust agreement, who shall have exclusive authority to negotiate losses under any policy providing the property or liability insurance required to be provided herein.

(d) By acceptance of a deed to a Condominium Unit, each Owner shall be deemed to have irrevocably appointed the Association (which appointment shall be deemed a power coupled with an interest), together with any insurance trustee, successor trustee or authorized representative designated by the Association, as such Owner's attorney-in-fact for the purpose of purchasing and maintaining the insurance required hereunder as well as for submission of and adjustment of any claim for loss, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose and the Association or such trustee, successor trustee or authorized representative shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Owners and the first mortgagees as their interests may appear. Any proceeds paid under such policy shall be disbursed first for the repair or restoration of any damaged Common Elements and Units, and no Owner or first mortgagee or other lienholder shall receive payment of any portion of such proceeds unless a surplus remains after the Condominium has either been completely restored or the Condominium has been terminated.

(e) The Association shall be entitled to obtain and maintain such additional insurance coverages hereunder as the Board of Directors may deem necessary or appropriate. The premiums for all insurance coverages maintained by the Association pursuant to this Section 5.3 shall constitute a Common Expense and be payable by the Association.

(f) An Owner shall be responsible for obtaining and maintaining, at his sole cost and expense, insurance on the contents of his Unit at full replacement cost and general liability insurance in an amount of no less than Five Hundred Thousand Dollars (\$500,000.00) with an H.O. 6 insurance policy, which shall include Fifty Thousand Dollars (\$50,000.00) loss assessment coverage. The Board of Directors may from time to time increase the minimum amount of insurance coverage as may be necessary to adjust for inflation and general conditions. Each policy shall name the "6615 Alamo Condominium Owners' Association, Inc., under the Condominium Declaration for 6615 Alamo Condominium" as an additional insured, and each such policy shall provide that the Association will be given at least thirty (30) days' prior written notice of the cancellation of the policy. Upon the request of the Association, an Owner of a Unit shall deliver to the Association a certificate of his policy of insurance evidencing the existence and amount of such insurance. Nothing herein shall be deemed or construed as prohibiting an Owner, at his sole cost and expense, from obtaining and maintaining such further and supplementary insurance coverages as he may deem necessary or appropriate.

(g) Any portion of the Property for which insurance is required that is damaged or destroyed shall be promptly repaired or replaced by the Association unless the Condominium is terminated, repair or replacement would be illegal under any state or

local health or safety statute or ordinance, or the Owners holding at least eighty percent (80%) of the allocated votes (including those Owners whose Units or assigned Limited Common Elements will not be rebuilt or repaired) vote to not rebuild. A vote to not rebuild will not increase an insurer's liability to loss payment obligation under a policy, and the vote does not cause a presumption of total loss. The cost of repair or replacement in excess of the insurance proceeds and reserves is a Common Expense. If the entire Condominium is not repaired or replaced, any insurance proceeds attributable to Units and Limited Common Elements that are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were assigned, or to their first mortgagees, as their interests may appear, and the remainder of the proceeds shall be distributed to all Owners as their interests may appear. If any Unit is not rebuilt in accordance with the above requirements, that Unit's allocated interests shall be automatically reallocated as if the Unit had been condemned, and the Association shall prepare, execute, and record an amendment to this Declaration reflecting such reallocation.

(h) Any deductibles that must be paid by the Association on its insurance policy claims for Units or Limited Common Elements, including original Unit specifications and upgrades thereon, shall be added to and treated as a part of the monthly assessment provided for in Articles VI and VII of this Declaration for all Units, but shall be allocated pro rata based upon the Units affected by such claims.

Section 5.4 Taxes. The Declarant shall give written notice to the appropriate taxing authorities of the creation of the Condominium established hereby, and each Condominium Unit shall be subject to separate assessment and taxation. Each Owner shall be responsible for and shall pay when due all taxes, assessments and other governmental impositions lawfully levied or assessed with respect to such Owner's Unit. Any taxes, assessments or other governmental impositions lawfully levied or assessed with respect to the Property not separately billed to the Owners shall constitute a Common Expense and be payable by the Association.

Section 5.5 Utilities. Each Owner shall be responsible for and shall pay all gas, electricity and water charges relating to such services used or consumed at or with respect to the occupancy of the Owner's Unit, to the extent such charges are separately metered by the respective utility companies. Any utility charges not so separately metered, and charges relating to such services used in connection with the use and maintenance of the Common Elements shall constitute a Common Expense and be payable by the Association.

ARTICLE VI

Assessments

Section 6.1 Monthly Assessments; Budget.

(a) The Association shall possess the right, power, authority and obligation to establish a regular monthly assessment of the Owners which shall be sufficient in the judgment of the Board of Directors to pay Common Expenses when due. Such Monthly Assessments so established shall be payable by the Owners on the first day of each calendar month, and shall be applied to the payment of charges for which the Association is responsible, including, without limitation, charges relating to maintenance and repair of elements of the Property not the responsibility of the Owners, care of the Common Elements, casualty, public liability and other insurance coverages required or permitted to be maintained by the Association, governmental impositions not separately levied and assessed, utilities relating to the Common Elements or not separately metered, professional services, such as management, accounting and legal, and such other costs and expenses as may reasonably relate to the proper maintenance, care, operation and management of the Property, and the administration of the Association and the Condominium established hereby, including an adequate reserve fund (the "**Reserve Fund**") for the periodic maintenance, repair or replacement of the Common Elements. No consent or approval of the Owners shall be required for the establishment of the Monthly Assessments. Collection of Monthly Assessments, as to each Owner, shall commence upon the acquisition by such Owner of title to his Condominium Unit. Until such time as Declarant Control of the Condominium shall have terminated, the Reserve Fund may not be used for payment of operating expenses of the Condominium.

(b) Prior to the commencement of each fiscal year of the Association, the Board of Directors shall prepare and deliver to each of the Owners a budget setting forth the anticipated Common Expenses for the ensuing year. Such budget shall be in sufficient detail so as to inform each Owner of the nature and extent of the Common Expenses anticipated to be incurred, and shall be accompanied by a statement setting forth each Owner's monthly share thereof and the date as of which such monthly assessment commences to be payable. The Association shall call a meeting of the Owners to consider the budget and thereafter adopt the budget as provided in subsection 3 of Section 448.3-103 of the Act.

Section 6.2 Special Assessments. In addition to the Monthly Assessments contemplated by Section 6.1, the Association shall possess the right, power and authority to establish Special Assessments from time to time as may be necessary or appropriate in the judgment of the Board of Directors to pay non-recurring Common Expenses relating to the proper maintenance, care, alteration, improvement, operation and management of the Property, and the administration of the Association and the Condominium established hereby. Except as contemplated by Article VII, no consent or approval of the Owners shall be required for the establishment of a Special Assessment as contemplated by this Section 6.2, except for any Special Assessment relating to the alteration or improvement of any element of the Property,

which must be approved by the affirmative vote of those Owners holding not less than sixty-seven percent (67%) of the votes allocated by this Declaration at a meeting of the Association duly called for purposes of considering same.

Section 6.3 Obligation to Pay Assessments. Each Owner shall be personally obligated to pay his share of all Assessments duly established pursuant to this Article VI and Article VII provided that Declarant's obligation shall commence as provided in Section 6.5 below. Unpaid Assessments due as of the date of the conveyance or transfer of a Condominium Unit shall not constitute a personal obligation of the new Owner (other than such new Owner's pro rata share of any reallocation thereof); however, the old Owner shall continue to be personally liable for such unpaid Assessment. No Owner shall be entitled to exempt himself from liability for his obligation to pay such Assessments by waiver of the use and enjoyment of the Common Elements, by an abandonment of his Unit or by any other action whatsoever. An Owner who has not paid any Assessment within fifteen (15) days of the date due shall, in addition to the Assessment, pay a late charge of \$25.00 per month for each month, or part thereof, that such Assessment remains unpaid, which shall be recoverable by the Association, together with all costs and expenses of collection, including reasonable attorneys' fees, by suit or as provided in Section 6.4 hereof. It shall be the responsibility of the Board of Directors to collect any such delinquent Assessment, the existence of which shall be made known by written notice delivered to the defaulting Owner and, where required, the Owner's first mortgagee.

Section 6.4 Lien to Secure Payment of Assessments. The Association has a lien, pursuant to the provisions of Section 448.3-116 of the Act, against each Condominium Unit, to secure the payment of all Assessments, which lien shall be and constitute a lien and encumbrance, in favor of the Association, upon such Owner's Condominium Unit. The lien established herein shall be prior and superior to all other liens and encumbrances on such Condominium Unit, regardless of how created, evidenced or perfected, except as provided in Section 448.3-116.2 of the Act. The lien and encumbrances created herein may be enforced by any means available at law or in equity, including, without limitation, a non-judicial foreclosure sale of the Condominium Unit of a defaulting Owner, such sale to be conducted in the manner set forth in Chapter 443, RSMo (as now written or as hereafter amended). The Owner of each Condominium Unit, by acquisition of such Condominium Unit grants to the Association a power of sale in connection with the Association's liens. By written resolution, the Board of Directors may appoint, from time to time, an officer, agent, trustee or attorney of the Association to exercise the power of sale on behalf of the Association. The Association may bid for and purchase the Condominium Unit, as a Common Expense, at any such foreclosure sale.

Section 6.5 Commencement of Obligation to Pay Assessments. Each Owner shall be obligated to commence payment of all Assessments against his Unit on the date the Unit is conveyed to the Owner. If such date is other than the first day of a month, then such Owner shall be obligated to pay only a pro rata share of the Assessment against such Unit based on the number of days during such month that the Owner will hold title to the Unit.

Section 6.6 Notice of Default. If the Owner of a Condominium Unit defaults in the Owner's monetary obligations to the Association, the Association may notify other lien holders of the default and the Association's intent to foreclosure its lien. The Association shall notify

any holder of a recorded lien or duly perfected mechanic's lien against a Condominium Unit who has given the Association a written request for notification of the Owner's monetary default or the Association's intent to foreclose its lien.

Section 6.7 Alternative Actions. Nothing contained in this Declaration shall prohibit the Association from taking a deed in lieu of foreclosure or from filing suit to recover a money judgment for sums that may be secured by the lien.

Section 6.8 Payment of Common Expenses. Common Expenses shall be paid by the Owners in accordance with the percentages set forth opposite the Unit numbers in **Exhibit D** attached hereto, which were derived in the same manner as each Unit's allocated Interest as set forth in Section 2.2 of the Declaration.

Section 6.9 Working Capital Contributions.

(a) Each Owner shall, at the time he purchases a Condominium Unit from Declarant, contribute an amount to the Association equal to the Working Capital Contribution. Such amount shall be a contribution of working capital to be deposited in the Reserve Fund and shall not be considered as an advance payment of monthly Assessments.

(b) Anyone who purchases a Condominium Unit from Declarant after Declarant has made the Working Capital Contribution with respect to such Condominium Unit, shall at the time of such purchase, in lieu of the obligation set forth in subparagraph (a) hereof, reimburse Declarant for the Working Capital Contribution which it made on behalf of such Condominium Unit.

(c) Any purchaser of a Unit from an Owner other than Declarant shall contribute an amount to the Association equal to one-half of the Working Capital Contribution at the time of the purchase. Such amount shall be a contribution of working capital to be deposited in the Reserve Fund and shall not be considered as an advance payment of monthly Assessments.

(d) At no time while Declarant is in control of funds to be deposited in the Reserve Fund may Declarant use any such funds to defray any of Declarant's expenses, reserve contributions, or construction costs or otherwise use any such funds to make up any budget deficits.

ARTICLE VII

Loss and Obsolescence

Section 7.1 Loss or Damage. The following provisions shall govern in the event the Improvements, or any part thereof, is damaged or destroyed by fire or other casualty:

(a) Prompt written notice of any such substantial damage or destruction shall be given to all first mortgagees.

(b) If such damage or destruction does not result in substantial loss of more than two-thirds (2/3) of all the Improvements, the Association promptly shall proceed with the full restoration and repair of such damage or destruction and the amount by which such restoration and repair costs exceed collectible insurance proceeds shall be and constitute a Special Assessment payable by the Owners within thirty (30) days of the date notice of such Special Assessment is delivered to them by the Association.

(c) If such damage or destruction results in substantial loss of more than two-thirds (2/3) of all of the Improvements the Association shall:

(i) proceed with the full restoration and repair of such damage or destruction if the Owners of not less than eighty percent (80%) of the Units shall elect within ninety (90) days of the date of such damage or destruction to so proceed at a meeting of the Association duly called for purposes of considering same in which event the amount by which such repair and restoration costs exceed collectible insurance proceeds shall be and constitute a Special Assessment payable by the Owners within sixty (60) days of the date notice of such Special Assessment is delivered to them by the Association; or

(ii) proceed with the sale of the Property if the Owners of less than eighty percent (80%) of the Units elect to proceed with such restoration and repair as aforesaid or fail to so elect as aforesaid within ninety (90) days of the date of such damage or destruction.

(d) Any excess insurance proceeds remaining after such restoration and repair, or any insurance and or sales proceeds available absent such restoration and repair, shall be received and held in trust by the Association in separate accounts for each Owner according to each Owner's individual interest in the Common Elements as allocated in Exhibit D hereof, and be applied, without contribution from one such account to another, as follows:

(i) first to the payment of any taxes and special assessment liens or other governmental impositions in favor of any assessing entity having authority with respect to such Owner's Condominium Unit;

(ii) second, to the payment of the balance of the first lien indebtedness of such Owner;

(iii) third, to the payment of any delinquent Assessment with respect to such Owner's Condominium Unit; and

(iv) the balance, if any, to such Owner or such other parties as shall be entitled thereto.

Section 7.2 Matters Relating to Restoration and Repairs. Any restoration and repair work undertaken by the Association pursuant to Section 7.1 shall be performed in a good and workmanlike manner with a view to restoring the Improvements to a condition similar to that existing prior to such damage or destruction; provided, however, that in no event shall the Association be responsible for the contents located in such Owner's Unit. All such restoration and repair work, whether done by the Association or an Owner, shall be effected in a manner so as to observe all vertical and horizontal Unit boundaries existing prior to such damage or destruction.

Section 7.3 Obsolescence of Common Elements. If the Owners holding not less than seventy-five percent (75%) of the allocated votes shall vote, at a meeting of the Association duly called for purposes of considering same, that the Common Elements, or any part thereof, including those Limited Common Elements consisting of Systems which serve only or are a part of, individual Units are obsolete the Association promptly shall proceed with the necessary replacements and improvements thereto pursuant to a budget established for such purpose, and the cost thereof shall be and constitute a Special Assessment payable by all Owners within thirty (30) days of the date notice of such Special Assessment is delivered to them by the Association.

Section 7.4 Obsolescence of the Property. If the Owners holding not less than one hundred percent (100%) of the allocated votes shall determine, at a meeting of the Association duly called for purposes of considering same, that the Property is obsolete, the Association promptly shall proceed with the sale thereof in its entirety. Any proceeds from such sale shall be received, held and applied for and on account of the Owners as provided in Section 7.1(d).

Section 7.5 Association as Attorney-in-Fact. Each Owner, by acceptance or possession of title to a Condominium Unit, hereby irrevocably makes, constitutes and appoints the Association, and each and every of its successors in interest hereunder, as his true and lawful attorney-in-fact, for and in his name, place and stead, upon the damage or destruction of the Property, or any part thereof, or upon any determination by the Owners made pursuant to this Article VII, to take any and all actions, and to execute and deliver any and all instruments as the Board of Directors may, in their sole and absolute discretion, deem necessary or advisable to effect the intents and purposes of this Article VII, hereby giving and granting unto the Association full power and authority to do and perform all and every act whatsoever requisite or necessary to be done in and about the premises as fully, to all intents and purposes, as an Owner might or could do, hereby ratifying and confirming whatsoever the Association may do by virtue hereof. It is intended by this Section 7.5 to authorize the Association, in the name and on behalf of all Owners, to do and perform all actions necessary or appropriate to effect the intent and purposes of this Article VII as aforesaid, including, without limitation, the power and authority to make and settle claims under any insurance policies maintained by the Association, contract for and with respect to restoration and repair work, contract for and with respect to replacements and improvements to the Common Elements (to the extent authorized as contemplated by Section 7.3), to contract for and with respect to a sale of the Property (to the extent contemplated by Section 7.1(c)(ii) or authorized as contemplated by Section 7.4), and to execute and deliver all instruments necessary or incidental to any such actions.

ARTICLE VIII

Condemnation

Section 8.1 General Provisions. If all or any part of the Property is taken or threatened to be taken by eminent domain or by action in the nature of eminent domain (whether permanent or temporary) the Board of Directors and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board of Directors shall give such notice as it received of the existence of such proceeding to all Owners and to all first lien mortgagees. The expense of participation in such proceedings by the Board of Directors shall be borne as a Common Expense. The Board of Directors is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses and other persons as the Board of Directors in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board of Directors, acting as trustee, and such damages or awards shall be applied or paid as hereinafter provided. Any restoration or repair of the Property following a partial condemnation shall be performed in accordance with the provisions of this Declaration and shall follow, as nearly as possible, the original Plans and Specifications for the Property, unless otherwise approved by all first mortgagees.

Section 8.2 Taking of One Unit. In the event of any taking of a Unit or a part thereof by eminent domain or sale or other transfer in lieu thereof if an Owner shall vacate and abandon a Unit by virtue of such taking, the Owner and any first mortgagee of Owner shall be entitled to the award for such taking, including the award for the value of such Owner's interest in the Common Elements, whether or not such Common Element interest is acquired and after payment thereof, such Owner and his mortgagee shall be divested of all interest in the Property. If any repair or rebuilding of the remaining portions of the Property is required as a result of such taking, the remaining Owners shall determine by the affirmative vote or written consent of the remaining Owners owning a majority interest in the Common Elements and the Owner of the Commercial Unit either to rebuild or repair the Property or to take such other action as such remaining Owners may deem appropriate. If no repair or rebuilding shall be required, nor shall be undertaken, the remaining portion of the Property shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Owners based upon a continuing total ownership of the Property of one hundred percent (100%) and such amendment shall be duly recorded.

Section 8.3 Taking of Common Elements. If an action in eminent domain is brought to condemn a portion of the Common Elements together with or apart from any Unit, the Board of Directors, in addition to the general powers set out herein, shall have the sole authority to determine whether to defend or resist any such proceeding, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements only, all damages and awards shall be determined for such taking as a whole and not for any Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be held by the Board of Directors, acting as trustee for each Owner, or his mortgagee or mortgagees, as their interests shall appear, in proportion to such Owner's percentage interest in the Common

Elements except that the portion of any such award attributable to the condemnation of a Limited Common Element shall be allocated among the Owners of the Units served by such Limited Common Elements, as such Owner's interests existed in the Limited Common Elements condemned. The Board of Directors may, if it deems advisable, call a meeting of the Owners, at which meeting the Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements taken or damaged. In the event it is determined that such Common Elements should be replaced or restored by obtaining other land or building additional structures, this Declaration and the Plat attached hereto shall be duly amended by instrument executed by the Board of Directors on behalf of the Owners and duly recorded.

Section 8.4 Taking of Several Units. In the event that such eminent domain proceeding results in the taking of all or part of those Units comprising less than two-thirds (2/3) of the total number of the then existing Units, then the damage and awards for such taking shall be determined for each Unit and the following shall apply:

(a) The Board of Directors shall determine which of the Units damaged by such taking may be habitable for the purposes set forth in this Declaration, taking into account the nature of this Property and the reduced size of each Unit so damaged.

(b) The Board of Directors shall determine whether it is reasonably practicable to operate the remaining Units of the Property, including those damaged Units which may be habitable, in the manner provided in this Declaration.

(c) If the Board of Directors determines that it is not reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable, then the Property shall be deemed to be regrouped and merged into a single estate owned jointly in the undivided interest by all owners, as tenants-in-common, in the percentage interests previously owned by each Owner in the Common Elements.

(d) If the Board of Directors determines that it will be reasonably practicable to operate the undamaged Units and the damaged Units which can be made habitable, then the damages and awards made with respect to each Unit which has been determined to be capable of being made habitable shall be applied to repair and reconstruct such Unit so that it is made habitable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those Units which are being repaired or reconstructed so as to be made habitable. With respect to those Units which may not be made habitable, the award made with respect to each Unit shall be paid to the Owner of such Unit or his mortgagee or mortgagees, as their interests may appear, and the remaining portion of such Units shall be determined by the Board of Directors. Upon the payment of such award for the account of such Owner as provided herein, such Unit shall no longer be a part of the Property, and the percentage interest in the Common Elements appurtenant to each remaining Unit which shall continue as part of the Property shall be equitably adjusted to distribute the ownership of the undivided interests in the Common Elements among the reduced number of Owners.

(e) If the entire Property is taken, or two-thirds (2/3) or more of the total number of the then existing Units is taken or damaged by such taking, all damages and awards shall be held for the accounts of all Owners, and their mortgages, as their interests shall appear, as provided herein, in proportion to their percentage interests in the Common Elements and this Condominium shall terminate upon such payment. Upon such termination, the Units and Common Elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners as tenants-in-common in the percentage interest previously owned by each Owner in the Common Elements.

Section 8.5 Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board of Directors, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgage instruments duly perfected; thirdly, to the payment of any Assessments charged to or made against the Unit and unpaid; and finally to the Owner.

ARTICLE IX

Development Period

Section 9.1 Initial Directors. The Board of Directors shall be initially established by Declarant as set forth in the Bylaws. The term of each member of the Board of Directors shall be established as provided in the Bylaws.

Section 9.2 Period of Declarant Control.

(a) Except as is provided in Sections 9.2(b), 9.2(c) and 9.2(d) hereinbelow, Declarant shall have the right to appoint and remove members of the Board of Directors during the period of Declarant Control. If Declarant voluntarily surrenders control prior to the termination of the period of the Declarant Control, Declarant may require that specified actions of the Board of Directors be subject to Declarant approval until the expiration of the period of Declarant Control.

(b) Not later than sixty (60) days after Declarant has conveyed to Owners other than Declarant title to twenty-five percent (25%) of the Units which may be created in the Condominium, an election shall be held by the Association pursuant to the Bylaws, for the election of at least one and not less than twenty-five percent (25%) of the members of the Board of Directors.

(c) Not later than sixty (60) days after Declarant has conveyed title to fifty percent (50%) of the Units which may be created in the Condominium to Owners other than the Declarant, an election shall be held by the Association, pursuant to the Bylaws, for the election of not less than one-third (1/3) of the members of the Board of Directors.

(d) Not later than the termination of the period of Declarant Control, an election shall be held by the Association, pursuant to the Bylaws, for the election of at least three and not less than a majority of the members of the Board of Directors who shall be Unit Owners.

ARTICLE X

Miscellaneous

Section 10.1 Termination of Condominium. The Condominium established hereby shall be terminated, but only by an instrument in writing, signed by the Board of Directors.

conflict exists between the provisions of this Declaration and the Bylaws, the provisions of this Declaration shall control.

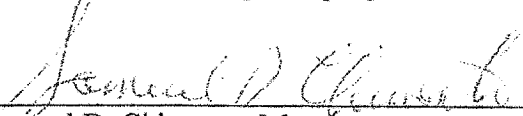
Section 10.5 Captions and Exhibits. Captions use din the various articles and sections of this Declaration are for convenience only, and they are not intended to modify or affect the meaning of any of the substantive provisions hereof. All exhibits are incorporated in and made a part of this Declaration.

Section 10.6 Governing Law. THIS DECLARATION, THE BYLAWS, ARTICLES, AND REGULATIONS SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI. VENUE FOR ANY ACTION BROUGHT IN CONNECTION WITH THE CONDOMINIUM SHALL BE IN ST. LOUIS CITY, MISSOURI.

IN WITNESS WHEREOF, the Declarant has duly executed this Declaration on the day and year first above written.

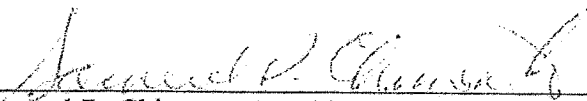
DECLARANT:

CORNERSTONE ALAMO DEVELOPMENT, LLC,
a Missouri limited liability company

By: 
Samuel D. Chimento, Manager

ASSOCIATION:

6615 ALAMO CONDOMINIUM OWNERS' ASSOCIATION, INC.

By: 
Samuel D. Chimento, President

STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

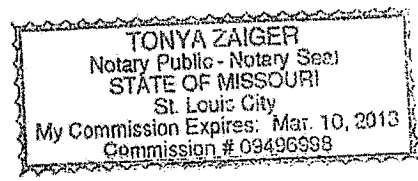
On this 4 day of August, 2011, before me appeared SAMUEL D. CHIMENTO to me personally known, who, by me duly sworn, did say that he is the Manager of Cornerstone Alamo Development, LLC, a Missouri limited liability company, that said instrument was signed behalf of said company, by authority of its Members, and they acknowledged said instrument to be the free act and deed of said company.

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

Tonya Zaiger

Notary Public

My Commission Expires: 3/10/2013



STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 4 day of August, 2011, before me appeared SAMUEL D. CHIMENTO to me personally known, who, by me duly sworn, did say that he is the President of 6615 Alamo Condominium Owners' Association, Inc. a Missouri not-for-profit corporation, that said instrument was signed behalf of said corporation, by authority of its Board of Directors, and they acknowledged said instrument to be the free act and deed of said corporation.

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

Tonya Zaiger

Notary Public

My Commission Expires 3/10/2013

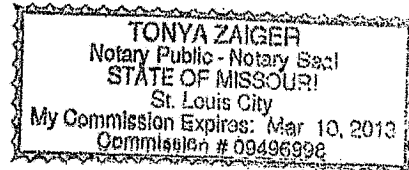


Exhibit A

Legal Description of Land

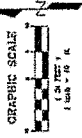
Lot A of Lot Consolidation Plat of all of Lots 37 and 38 of Hi-Pointe Addition, a subdivision in St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 355, Page 34 of the St. Louis County Records.

Exhibit B

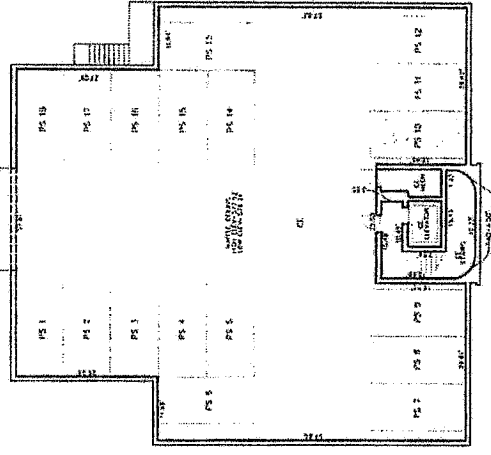
Plat

Attached as **Exhibit B** is a reduced copy of the Condominium Plat. A full size executed original of the Plat is or will be recorded with the Recorder of Deeds for the County in which the Property is located.

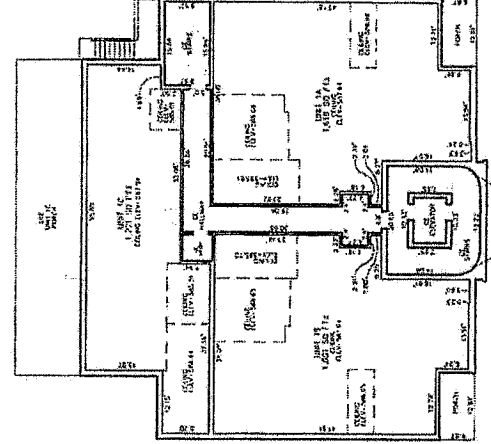
- ABBREVIATIONS**
- N NORTH
 - S SOUTH
 - W WEST
 - E EAST
 - CONC CONCRETE
 - CMU CONCRETE MASONRY
 - CLG CLADDING
 - GLASS GLASS
 - ASB ASBESTOS
 - CLG CLADDING
 - STY STEEL
 - BR BRICK
 - CF CONCRETE FORM



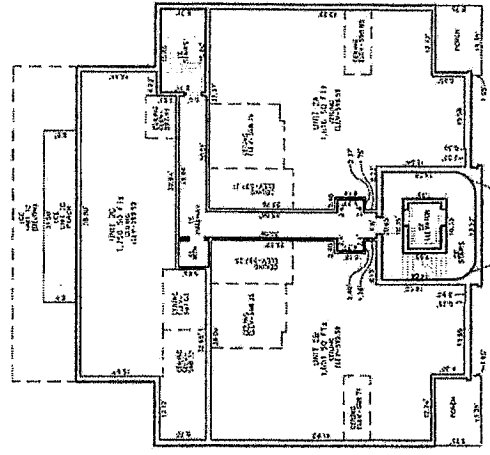
6615 ALAMO CONDOMINIUM
 ALL OF LOT "A" OF THE "LOT CONSOLIDATION PLAT OF ALL OF LOTS 37 AND 38 OF
 HI-POINTE ADDITION", PLAT BOOK 355, PAGE 34
 CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI



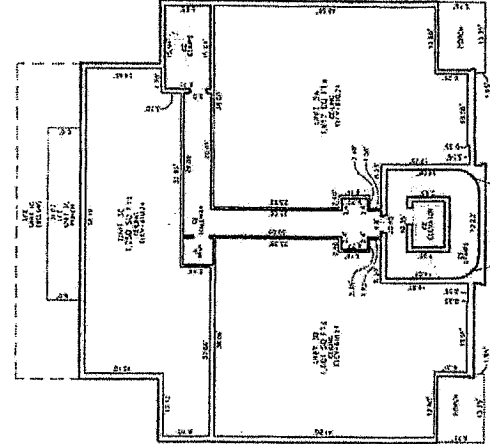
BASEMENT
 FLOOR ELEVATION - 567.58'



1ST FLOOR
 FLOOR ELEVATION - 578.00'



2ND FLOOR
 FLOOR ELEVATION - 589.87'



3RD FLOOR
 FLOOR ELEVATION - 601.15'

"EXHIBIT A"

Masmann
 SURVEYING
 7751 Grandview Ave., Suite 302
 St. Louis, MO 63119
 314-887-5587, 314-887-5079 Fax



PROJECT REVISIONS:

NO.	DATE	DESCRIPTION
1	2-20-11	ISSUE FOR PERMIT
2	2-20-11	ISSUE FOR PERMIT

6615 ALAMO CONDOMINIUM
 ALL OF LOT "A" OF THE "LOT CONSOLIDATION PLAT OF ALL OF
 LOTS 37 AND 38 OF HI-POINTE ADDITION", PLAT BOOK 355, PAGE 34
 CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

DATE: 02/16/2011
 BOOK NO.: 355/34
 DRAFTED BY: DMK
 APPROVED BY: WEM
 FILE NAME: G6615-CondA.dwg
 SHEET TITLE:
 CONDOMINIUM PLAT

SHEET NUMBER:
SUV-1

SHEET NO. 2 OF 2
 PROJECT NO. G6615-001-003

Exhibit C

Allocation of Interests in Common Elements

<u>Unit</u>	<u>Interest</u>
1A	11.894%
1B	11.894%
1C	9.545%
2A	11.894%
2B	11.894%
2C	9.545%
3A	11.894%
3B	11.894%
3C	<u>9.545%</u>
	100.000%

Exhibit D

Common Expense Allocations

<u>Unit</u>	<u>Interest</u>
1A	11.894%
1B	11.894%
1C	9.545%
2A	11.894%
2B	11.894%
2C	9.545%
3A	11.894%
3B	11.894%
3C	<u>9.545%</u> 100.000%

Rules and Regulations
6615 Alamo Condominium Owners Assn.

6615 ALAMO CONDOMINIUM OWNERS' ASSOCIATION, INC.
(the "Association")

**RULES AND REGULATIONS GOVERNING THE USE OF
UNITS AND COMMON ELEMENTS
6615 ALAMO CONDOMINIUM
(the "Condominium")**

The following Rules and Regulations shall be observed by each Owner (as hereinafter defined) of a Unit in the Condominium:

1. No Alterations.

No permanent addition, alteration, decoration or painting of any kind shall be made to any portion of the Common Elements, without the prior written approval of the Board of Directors (the "**Board**") of the Association.

2. Waste Disposal; Plumbing Damage.

No one shall place, leave or permit to be placed or left in or upon the Common Elements any waste, debris, refuse or garbage except in those areas designated by the Board or the manager of the Condominium (the "**Manager**") as a central garbage depository, and only on those days and times as are designated by the Board of the Manager from time to time. In an effort to promote recycling, the residents shall use their best efforts to have their garbage sorted in order that the garbage may be placed into designated recycling bins located within the designated area. Water shall not be left running unless in actual use, and no waste, garbage, rubbish, or noxious or unusual substances shall be disposed into (or down) any toilet, sink or drain. Any damage to plumbing pipes, drains and apparatus resulting from misuse, or from unusual or unreasonable use, shall be borne by the Owner who has caused such damage.

3. Signage; Advertising.

No sign, advertisement or notice shall be inscribed, painted, affixed or placed on any part of the inside or outside of the Unit or Common Elements whatsoever, without the prior written consent of the Board, which consent shall be provided for "for sale" or "for rent" signs that are of customary size and design for the surrounding area.

4. Windows and Doors.

No awnings, shades or shutters shall be erected over and/or outside of any windows, patios and/or balconies appurtenant to any Unit, nor shall any exterior doors be removed, replaced or changed in any way, without the prior written consent of the Board. All window treatments visible from the exterior of the Condominium shall be white in color. Nothing shall be placed on the outside of the window sills or projections, nor upon any patio railings, without the prior written consent of the Board, and nothing shall be thrown or swept out of any windows or doors, nor shall any mops, brooms, dusters, rugs or bedding be shaken or beaten from any windows or doors, nor from any portion of the

Limited Common Elements. No screen or storm doors or windows shall be installed within any existing door or window openings which form part of the Common Elements, nor shall any balcony enclosures be installed, erected or created without the prior written consent of the Board.

5. Risk of Fire; Insurance.

No Owner shall do, or permit anything to be done in the Unit, or bring or keep anything therein, which will in any way increase the risk of fire, or the rate of fire insurance premiums with respect to any of the Units or the Association itself, or on property kept therein, nor obstruct or interfere with the rights of the other Owners, nor in any way injure or annoy them, nor conflict with the regulations of the relevant fire department, or with any insurance policies carried by the Association, nor conflict with or violate any of the rules and ordinances of the local board of health, any municipal by-law, or any state or federal law or regulation.

6. Noise; Nuisance.

No one shall create or permit the creation or continuation of any noise or nuisance which, in the opinion of the Board or the Manager may or does disturb the comfort or quiet enjoyment of the Units or Common Elements by other Owners. Any construction, servicing, maintenance and/or repair work creating (or likely to cause) any noise nuisance or disturbance shall only be permitted between the hours of 8:00 a.m. and 6:00 p.m. St. Louis, Missouri time. In the interest of noise abatement, especially to owners on the floors 1 and 2, any type of **hard** flooring will require the approval of the Board.

7. Electrical and Plumbing Facilities.

Owners shall not overload existing electrical circuits and plumbing facilities in their Units.

8. Auctions; Garage Sales.

No auction or garage sale shall be held in the Units or on any portion of the Common Elements without prior written consent of the Association.

9. Hazardous Materials.

No hazardous, combustible or offensive goods, products, or materials shall be stored or kept in any Unit or any portion of the Common Elements, without the prior written consent of the Board.

10. No Obstruction.

Except as otherwise provided or contemplated in the Declaration, the sidewalks, passageways, walkways and driveways used in common by the Owners shall not be obstructed or used for any purpose other than for ingress and egress to and from the Units and/or the General Common Elements.

11. Clotheslines.

No hanging or drying of clothes shall be allowed on (or within) any portion of the Common Elements, and no pulley clothesline or other similar apparatus shall be affixed to or used in connection with any Unit or Common Element.

12. Motorized Vehicles.

No commercial vehicle, truck, trailer, van, recreational vehicle, boat, personal watercraft, machinery or equipment, other than a private passenger automobile, motorcycle, station wagon, minivan or truck not exceeding seven (7) feet in height, shall be parked on any portion of the Common Elements other than in a designated parking space, without the prior written consent of the Board, save for any construction and/or loading vehicles used by the Declarant and/or any of its employees, agents, representatives or contractors in the course of constructing, completing, servicing and/or maintaining the Condominium (or any portion thereof). No servicing or repairs shall be made to any motor vehicle, nor to any other equipment of any kind, either on or within the Common Elements, or in any Unit. No motor vehicle shall be driven on or within any part of the Common Elements other than on a driveway or designated parking area.

13. Antennae.

No television antennae, satellite dish, aerial, tower or similar structure (nor any appurtenances thereto) shall be erected on, or fastened to, any Unit or on any portion of the Common Elements, without the prior written consent of the Board.

14. Window Air Conditioning Units.

No window air conditioning unit (or appurtenances thereto) shall be installed within any Unit or Common Element.

15. Landscaping.

No one shall harm, mutilate, alter, litter, uproot, or remove any of the landscaping work on or within the Common Elements (including without limitation, the grass, plants, hedges, shrubs, flowers or trees), nor place or affix any planters, statues, fountains, ornamental objects or artificial plants upon any portion of the Common Elements, without the prior written consent of the Board.

16. Cooking and Heating Elements.

Unit Owners shall not be permitted to install, place, store or use any type of barbecue grills, cooking equipment or open-flame equipment or items within any portion of the Common Elements.

Propane, natural gas, charcoal or open-flamed grills or cooking equipment is not permitted on the balconies or terraces. Fire pits (open-flamed or otherwise) and any

type of heating elements are also not permitted on the balconies or terraces.
Only electric barbecue grills are permitted for use on the balconies or terraces.

17. Pets.

No animal, reptile, livestock or fowl, other than a pet cat, dog, fish, turtle or caged bird, shall be permitted within any Unit or the Common Elements, and no pet that is deemed by the Board or the Manager (in their absolute discretion) to be a nuisance shall be kept by an Owner in any Unit or on any part of the Common Elements; provided, however, no Unit shall have more than two (2) of any combination of pet cats, dogs, fish, turtles or caged birds, total weight of both pets not to exceed 50 pounds or 35 pounds for any one pet at any given time unless approved by the Board.

Each owner shall ensure that any pet has current vaccinations and shall provide proof of vaccination upon request. Further, Owners shall comply with any municipal, county or state regulations related to pets.

Each owner shall ensure that the Owner's pet does not damage any Common or Mostly Common Element and shall be obliged to pay for the full cost of any repairs deemed necessary by the Board.

Each Owner shall ensure that the Owner's pet does not contribute to an infestation of insects or other pests in any Unit or the Common Elements and shall be obliged to pay for the full cost of exterminating the insects or other pests as deemed necessary by the Board. Further, the Owner shall then be required to provide regular proof that the pet has been treated for pests and appropriate measures taken to reduce re-infestation.

Each Owner must ensure that the Owner's pet does not soil any Unit or Common Element and shall be obliged to clean up any soilage that occurs thereon immediately thereafter. Should an Owner fail to clean up after their pet or if the pet repeatedly soils the carpet, the Owner shall be assessed the cost of having the entire carpet area professionally cleaned. Repeated soilage that is unaddressed shall result in the pet being deemed a nuisance. In this case, the Board may require the Owner to remove the pet permanently from the building.

All pets must be on a leash or constrained, when within the Common Elements, and shall be accompanied by the Owner (or their agent) at all times.

If the Board determines a pet to be an immediate threat to the safety and well-being of residents and visitors to the building, the Owner may be required to immediately and permanently remove the pet from the building.

At the Board's discretion, any pet that is deemed to be aggressive shall be required to be properly muzzled and accompanied by the Owner at all times in the Common and Mostly Common Areas to ensure the safety of others.

Any violation of these rules and regulations after a written/electronic warning is provided to the Owner, shall be followed by a fine. At the Board's discretion, if the issue is not corrected promptly, the pet may be considered a nuisance and the Owner may be required to permanently remove the pet from the premises.

No pets shall be allowed in units that are leased.

18. Infestation.

No Owner shall permit or suffer the infestation of the Owner's Unit (or any Limited Common Element appurtenant to Owner's Unit) by pests, insects, rodents or other vermin. Failure to comply with the foregoing, or the failure to report such infestation to the Board as soon as the Owner is aware of same, will render such Owner liable for all costs and expenses incurred in having to eradicate such infestation.

19. Skating.

Roller-skating, skate-board riding and other similar activities are strictly prohibited upon or within the Common Elements or upon or within any parking area.

20. Electric Car Charging Stations.

Electric Car Charging Stations are permitted under the following conditions:

- It has been determined by a licensed electrician that it is safe to install in the condo owner's designated parking place. No other location is permitted.
- A licensed and insured electrician must be used to install the charging station. A current Certificate of Insurance naming 6615 Alamo Condominium Association as an additional insured on the vendor's General Liability is required. The vendor must also have Workers' Compensation. There are not any exceptions to these rules.
- All expenses for the install will be at the sole expense of the condo owner.
- All electricity to charge the vehicle will be at the sole expense of the condo owner.
- Any repairs to the charging station will be at the sole expense of the condo owner.
- The condo owner must provide a detailed Scope of Work from the electrician that includes the method of installation/attachment of the charging station to any fixture, wall, floor, etc. The Scope of work must be approved by the Board of Directors prior to commencement of work.
- If the condo is sold, the charging station must be removed and the area must be returned to its original condition at the sole expense of the current condo owner if desired by the new owner.

21. Breach of Rules and Regulations.

All costs and damages incurred by the Association as a result of a breach of these Rules and Regulations by any Owner shall be borne by such Owner and be recoverable by the Association against such Owner in the same manner as Assessments.

22. Heating Elements.

Electric Fireplaces are permitted in the unit. Installation must be completed by a licensed and insured electrician.

Space Heaters and other heating elements – space heaters and other heating elements are not permitted in the unit, common elements or limited common elements at any time.

23. Smoking.

Smoking is prohibited in common areas of the building.

24. Definitions.

The terms “**Owner**” means the owner of each Unit in the Condominium, any other person(s) occupying the Unit with the Owner’s approval, and the Owner’s family, invitees, visitors, servants, agents, representatives and licensees.

Terms used in these Rules and Regulations with initial capital letters that are not defined herein shall have the meanings set forth in the Condominium Declaration for 6615 Alamo Condominium, as recorded at the Office of the Recorder of Deeds of St. Louis County, Missouri (the “**Declaration**”).

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When Owners Want to Sell Their Units

Accounts

The Board of Directors and/or the Property Manager will ensure that all accounts are in good standing.

Showing the Unit

Entry codes for the building are not to be shared or used under any circumstances. Front door and unit keys are to be placed inside a lock box for entry to the building and unit for sale. The selling owner is responsible for recovering these keys from the selling agent.

Prospective buyers are not to wander the building unaccompanied, this includes during an open house.

Open Houses

Requires advance approval in writing from the Board of Directors and/or President. These should not be used excessively, therefore each Open House must be approved. This applies to general open houses, and those arranged for Real Estate Agents/Brokers.

The realtor, or his/her associate/employee, is to provide access to visitors either by attending the front door for the duration of the open house, and/or via calling for entrance via the keypad at the front door. For the latter, the dial-up code for the unit should be temporarily posted by the call box, and removed at the conclusion of the open house. The agent would use the phone line to buzz visitors in.

Repeat: Personal entry codes, which are different from the dial-up code, are NOT to be given out to ANYONE.

During the open house, visitors are not to wander the hallways/common areas. If serious prospects want to see the other public spaces, they should be accompanied by the realtor or his/her associate/employee.

During inclement weather, including rain, the agent will require visitors to put on the shoe covers. Alternately, the agent can put down the clear plastic to protect the carpets.

Notify all residents of the building (owners and non owners) of the date/time/duration of each open house, and the steps you are taking to protect their interests. Please give residents minimum 5 day notice. As a courtesy, you may also want to inform the non-resident owners.

Signage

This should conform with typical signage, and be placed in the green space between the side walk and street, unless special permission is granted otherwise. Any signage that is deemed outside the norm, requires Board Approval. If approval is not sought or granted before going up, the signage may be removed at the Board's discretion.

Referencing Relevant Declarations - Article III - Uses, Reservations and Restrictions as recorded 5 August 2011

Section 3.1 Permitted Use.

(a) No Unit shall be used or occupied for other than single-family residential purposes. Each Unit shall also be subject to limitations on use, occupancy, architectural standards and such other matters as are set forth in the Regulations.

(b) Units may be leased: provided, however, no Unit shall be leased for transient or hotel purposes or for any term of less than twelve (12) months. and no Owner of a Unit shall lease less

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than an entire Unit. Any lease of a Unit by any Person other than Declarant shall first be approved by the Board of Directors, shall be in writing, shall state that it is subject in all respects to the provisions of this Declaration, the Bylaws and the Regulations, and shall provide that any failure by the Tenant thereunder to comply with the terms and provisions of this Declaration, the Bylaws or the Regulations shall be and constitute a default under such lease. Notwithstanding anything contained herein to the contrary, in no event shall the number of Units leased (except for Units owned by Declarant) be greater than that which is authorized by the Federal Housing Administration for approval of loans in condominium projects. No Owner shall enter into any lease with any person or entity, other than a Family Member, without the prior written approval of the Board, which may be denied based on the number of Units subject to a lease. As used herein, "Family Member" shall mean a brother, sister, parent, child, grandparent or grandchild, related by blood or otherwise legally by way of adoption of the Owner of the Unit so occupied by such a Family Member.

(d) A Unit may be used as a home office by an Owner; provided, however, (i) customers of the home office business shall not be permitted to enter the Unit or the Condominium, and (ii) the home office business shall not employ any non owner/occupant employees without the prior approval of the Board of Directors.

Section 3.3 Compliance with Declaration, Bvylaws and Regulations. Each Owner, by accepting or possessing title to a Unit and any Tenant having the right to occupy any Unit pursuant to a lease granted by an Owner, automatically shall be deemed to have agreed to comply strictly with the provisions of this Declaration, the Bylaws and the Regulations. A failure or refusal to comply with the provisions of any such instrument, after written notice, shall be grounds for an action to recover damages or sums due, with interest thereon at the highest lawful rate, or for injunctive relief, or both, and for reimbursement of all attorneys' fees incurred in connection therewith. which action shall be maintainable by the Board of Directors or the Manager in the name of the Association on behalf of all of the Owners or, in a proper case, by an aggrieved Owner. In addition, any such Owner's voting rights in the Association and his or his Tenant's right to use and enjoy the Common Elements may by written notice be suspended by the Association during the period of such noncompliance.

Further Defining Single-family residence

Primary resident owner may share residence with other family members. "Family Member" shall mean a brother, sister, parent, child, grandparent or grandchild, related by blood or otherwise legally by way of adoption of the Owner of the Unit so occupied by such a Family Member or Partner.

Total occupancy limited to 5, not to exceed 3 adults, or 3 children.

See Regulations submitted 13 April 2014 for permitted pets.

Primary resident owner may share residence with close friends, roommates, or significant others. Shared occupancy limits, same as above.

Primary resident owner/couple may share residence with live-in caretaker, as health condition for one or both adults require. In this case, occupancy limited to 3 adults, no children.

Further Defining Limitations and Requirement on Leasing Units

Transient or hotel use, including Airbnb or similar, is not permitted.

Leases are to be no less than twelve (12) months in duration.

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Unit owners are required to live in unit a minimum of 12 consecutive months before leasing is considered by the Board.

Leases are for the entire unit. Renting or leasing a single room with access to other parts of the unit, is not permitted.

Sub-leases are not permitted.

Permission to lease a unit must be obtained from the Board of Directors. Requests for permission to lease shall be in writing to the Board of Directors. Permission granted or denied shall also be in writing.

All leases are to include language that the Tenant is subject to the Bylaws and Regulations.

Lease document must be reviewed and approved by the Board of Directors to ensure that it conforms to the By-Laws and Regulations established for the Association.

Regulations are to be included as an addendum or attachment to the Lease agreement between the unit owner and the tenant.

On a retroactive basis, for existing leases, the owners are required to forward all regulations to the their tenant(s). When new Regulations are approved by the Board, owners are required to forward them to their tenants and inform them as part of their obligation.

Failure to abide by these governing documents is grounds to terminate the lease.

Owner Occupancy

Recorded Declarations specify minimum Owner Occupancy is to conform with FHA requirements. An October 2016 announcement indicated that "approved condominium developments have a minimum of 50 percent of the units occupied by owners. However, the agency determined this requirement can be lowered to 35 percent for existing condo developments provided the project meets certain conditions."

For this Association, it is stipulated in these Regulations that a minimum of 5 of the 9 units shall be owner occupied, abiding by the FHA requirement as of the recording date of the Declarations. Changing the owner-occupancy requirements will require amending the Bylaws.

Family Member Exceptions

No Owner shall enter into any lease with any person or entity, other than a Family Member, without the prior written approval of the Board, which may be denied based on the number of Units subject to a lease. "Family Member" shall mean a brother, sister, parent, child, grandparent or grandchild, related by blood or otherwise legally by way of adoption of the Owner of the Unit so occupied by such a Family Member.

Home Office Use

The Declarations allow that units may be used as home offices, with two important limitations. Customers of the home office business are not permitted in the unit or the common areas. The home business is also not allowed to hire anyone who is not currently an owner or occupant without Board approval. Occupants must also abide by City of Clayton regulations about operating a business from a Clayton residence. This applies to owner occupants and tenants.

Tenants Limited Access to Association Support

As occupants, Tenants will be informed, along with resident owners of activities that may impact their lives or privacy, especially when instructions are provided. This includes announcements about

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window cleaning, garage cleaning, pest control, optional HVAC service, Fire Alarm Tests, Elevator service/malfunctions, to name just a few.

When there are any problems inside a unit, the Tenant is to contact the owner, **not** the Association's Property Manager nor the Board of Directors. This includes but is not limited to plumbing problems, water problems, leaks, etc.

All problems inside Units are considered to be owner responsibilities. Just as owner occupants are to handle problems inside their units themselves, tenants are expected to take care of these matters directly, or by contacting the unit owner. If the owner believes it is a matter for the Association to address, the owner is the one to contact the Property Manager and/or the Board of Directors, not the tenant.

If the Property Manager arranges any repairs for the Tenant inside the unit, the bills will be sent to the owner, for full reimbursement.

Arranging Major and Minor Moves

Whenever a unit is in transition, and whenever large appliance and/or furniture are being moved into or out of a unit involving the elevator, owners and residents are to be guided by the following:

Written Advance Notice

Advance, written notice via email to the Board of Directors with details of the move. Include scope and date of planned move.

Minor Moves - notice to be received minimum of 3 working days in advance of moving date.

Major Moves - notice to be received minimum of 10 days in advance of move date. As applicable, provide forwarding address to refund deposits.

Elevator Pads

If the resident, or their moving service, is unable to install and remove the elevator pads, seek the assistance of the property manager, who will bill for the service. It is the resident's responsibility to ensure the hooks are left inside the elevator in proper alignment.

After the Move

It is the resident's responsibility to make sure all of the public areas are as clean as they were before the move. This includes carpets in hallways, elevator compartments, the foyer, and the window glass at the front door.

Entry Codes

When a unit takes a new resident, the unit's entry codes to the front door will need to be changed. This includes both the dial-up code linked to the resident's telephone, and the entry code entered at the front door. This will be coordinated via the Property Manager; the cost will be billed to the new owner, or new tenant.

Deposits

Minor Moves - \$100 refundable deposit for minor moves (one to three large pieces of furniture and/or appliance (refrigerators, washers/dryers).

Major Moves - \$500 non-refundable fee to be paid into reserves when moving in. \$500 refundable deposit when vacating a unit, if no damage to any of the common elements were incurred.

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Payments and Refunds

Provide a check to the Board of Directors, payable to 6615 Alamo Avenue Condominium Owners' Association. If no damage was incurred, the check will be returned. Otherwise, the check will be forwarded to the Property Manager to be deposited in the Association's account.