

\* 2007050101022 \*

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

TYPE OF INSTRUMENT NOTICE GRANTOR WESTPORT CROSSING CONDO TO GRANTEE

PROPERTY DESCRIPTION: WESTPORT CROSSING CONDO

Lien Number

Notation

Locator

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

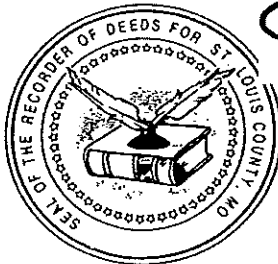
STATE OF MISSOURI )  
SS.  
COUNTY OF ST. LOUIS )

Document Number  
1,022

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 30 pages, (this page inclusive), was filed for record in my office on the 1 day of May 2007 at 11:55 AM 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.

*Jolann Reber*  
Deputy Recorder



*Janice M. Hammonds*  
Recorder of Deeds  
St. Louis County, Missouri

Mail to:

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**NOTICE OF NEW  
DECLARATION OF WESTPORT CROSSING  
CONDOMINIUM**

Jerry Wamser, attorney for Westport Crossing Condominium, being duly sworn, states the following to be true:

1. The original Declaration of Westport Crossing Condominium recorded at **Book 7120, Page 1054** et seq, as amended, provides a process of amendment or change of the Declaration. Pursuant to said power, the unit owners of Westport Crossing Condominium have by the required vote approved the attached new Declaration for the Condominium in substitution for the original Declaration as amended.

2. The attached new Declaration therefore supersedes and replaces in its entirety the original Declaration as amended.

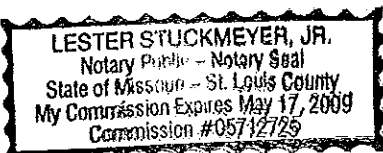
3. Therefore, the attached Declaration shall henceforth be the official governing indenture for Westport Crossing Condominium, replacing all prior Declaration documents.

I, Jerry Wamser, Missouri Bar number 23071, swear under oath that I am the attorney for Westport Crossing Condominium and that the foregoing is true and accurate.

  
\_\_\_\_\_  
JERRY WAMSER

State of Missouri  
County of St. Louis

Subscribed and sworn before me this 30<sup>th</sup> day of April, 2007.



  
\_\_\_\_\_  
Notary Public LESTER STUCKMEYER, JR.

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS  
AND BYLAWS OF  
WESTPORT CROSSING CONDOMINIUM  
[operating as an incorporated association – Westport Crossing  
Condominium Association]**

THIS DECLARATION stands as officially approved by the Owners of the Units of Westport Crossing Condominium as of this 12<sup>th</sup> day of March, 2007, and supersedes and replaces in its entirety an earlier Declaration recorded at Book 7120, Page 1054 of the St. Louis County Records and all its Amendments and Bylaws.

**Article 1**

**PURPOSE OF THIS DECLARATION**

This Declaration has been created by this community to provide a workable system of self-government to promote strong property values and a good quality of life for the owners and residents. The original Declaration crafted by the developer had become outmoded and cumbersome over time. Consequently, the community had this substitute document prepared reflecting guidelines discussed extensively by the owners, so there would be a strong basis of knowledge and consensus about its terms.

**Article 2**

**PROPERTY SUBJECT TO THIS  
DECLARATION**

**Section 2.1 The Entire Property.** Westport Crossing Condominium of record [now incorporated as Westport Crossing Condominium Association] consists of all the real estate platted as comprising the community ["the Entire Property"] as shown in the St. Louis County Records. All units in the buildings located in the parcel shall be legally described as shown on the plat as previously recorded and as identified by the surveys attached thereto. For purposes of brevity throughout this Declaration, the Westport Crossing Condominium Association shall be referred to as "the community" regarding all collective powers and responsibilities of the Condominium and its governing Association [in contrast to the powers and responsibilities of individual Unit Owners]. All Unit Owners shall be members of the Association to the extent of their property interest percentage stated in Exhibit A.

**Section 2.2 Components of the Entire Property.** The Entire Property consists of land and features designated as: Common Elements [owned by all the unit owners and to be

maintained by the community as a whole]; Units [owned and to be maintained by the Unit Owner] and Exclusive Use Elements [improvements at or adjacent to a Unit which are owned and maintained by the adjacent Unit Owner who has exclusive use and control over the item]. These respective features of the Entire Property are defined and described in more detail in the following sections.

### Article 3

#### THE COMMON ELEMENTS

**Section 3.1 Description of Common Elements.** The community shall be responsible to maintain, repair and replace the features which are Common Elements. Common Elements shall mean those portions of the Buildings and the Entire Property other than the Units and their Exclusive Use Elements including, but not limited to, the following:

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3/22/11

(a) All exterior walls and brickwork, foundation, concrete footing, roof, chimney structure and covering above the roof [but not the internal chimney pipe], siding, façade, downspouts and guttering of the Buildings.

(b) All exterior and interior load bearing structural walls and all structural support beams and all walls and piers between Units and specifically the structural wall and beams between the garage and the residential portion of the Unit and all parts of the Building not defined as part of the Unit [see Article 4].

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3/22/11

(c) All utility systems, sewers, service pipes, ducts, conduits, sprinkler systems and fixtures servicing more than one Unit, except that heating, ventilating and air conditioning equipment and pads serving one Unit, wherever located, shall be the responsibility of that Unit.

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3/22/11

(d) All landscaping [except for landscaping in the Unit courtyard, backyard and enclosed sideyard], front yards, TV antennas, exterior lighting and lawn area not part of a Unit or an Exclusive Use Element and serving more than one Unit or the community as a whole, plus front sidewalks, steps, stoops, and porches.

(e) All parking areas and driveways.

(f) All boundary fencing except any fencing or railing within an Exclusive Use area.

(g) All pierings, retaining walls, tie walls, surface water runoff contours, and drains and catchbasins not within an Exclusive Use area and serving Common Areas.

**Section 3.2 Party Walls.** All party walls and support beams between two Units shall be Common Elements.

**Section 3.3 Alteration of Common Elements by the Board.** The Board shall have the right to modify, alter, remove or improve portions of the Common Elements, including without

limitation, any equipment, fixtures and appurtenances, to meet changed needs of the community or when required to do so by any regulatory authority.

Article 4

DESCRIPTION OF THE UNITS

**Section 4.1 Definition of Unit.** A Unit is the portion of a Building designed as a separately owned living space and a garage, [when attached] for which the Unit Owner bears the responsibility for maintenance, repair and replacement. The Plat and the documents filed by the developer identify the dimension and location of each Building and the Units contained within each Building. There are 302 Units in the community.

**Section 4.2 Unit Boundaries.** In general, all non-structural interior elements and materials [excluding property-defining firewall] within the exterior load-bearing walls are part of the Unit. The boundaries and components of a Unit include, but are not limited to:

(a) All attic insulation or covering and all flooring, including the concrete basement floor and the concrete garage floor, cement, paint, coating, tile or carpeting atop the foundation, and

*Revised 3/22/11*  
~~(b) All drywall, insulation, soundproofing and all non-structural interior walls enclosed in the four sides of the exterior structural walls separating the Unit from the outside or from the next Unit, and~~

(c) All fixtures for the above described space, including but not limited to the fireplace and firebox, exhaust fans and vents, appliances, plumbing and electrical fixtures and installations of the Unit, and

(d) All pipes, conduits, ventilation pipes, all air, heat, stove and dryer ducts and utility service lines serving the Unit within the Unit and extending from the four walls of the Unit onward to the point of separate metering or joinder to the lines serving other Units, except that the sewer line specifically shall be part of the Unit and a Unit maintenance responsibility only until said line passes out through the Unit walls to the area outside the Unit at which time it becomes a Common Element. Any chimney pipe shall also be part of the Unit all the way up through the roof [but the chimney structure and covering above the roof are not part of the Unit], and

*Revised 3/22/11*  
~~(e) All glass surfaces and their components, windows, window wells and window frames, box windows, skylights and their components and all interior and exterior Unit and garage doors and their components.~~

In those cases where one Unit is above another Unit the boundary line between the Units shall be for the top Unit the flooring or covering above the structural support and for the lower Unit the ceiling covering below the structural line between the Units. Some Units additionally own basement areas in the lower section of the Building.

**Section 4.3 Exclusive Use Elements.** The Exclusive Use Elements [often referred to in other documents as "Limited Common Elements"] are those parts of the Entire Property at or adjacent to a Unit designed to serve only that Unit and hence under the exclusive use and control of that Unit Owner. Such Exclusive Use Elements under this Declaration shall be considered part of the owning Unit, duly owned by that Unit Owner, and attached to the Unit as part of the Unit in any sale or transfer of the Unit. Said Unit Owner shall be responsible to maintain, repair, replace and insure the Exclusive Use Elements attached to the Unit.

Revised  
3/22/11

~~Specific Exclusive Use Elements under this Declaration when serving only one Unit, are: landscaping within the court-yards, backyards, and enclosed side yards of a Unit, balconies, porches, decks, patios, steps, all railings around any such features, and exterior Unit lighting, mailboxes, sump pumps, heating, ventilating and air conditioning equipment wherever said equipment is located, and pads to the rear of the Unit and alterations or additions to the Unit exterior within the Exclusive Use Elements.~~

**Section 4.4 Relocation of Unit Boundaries.** Relocation of boundaries between two Units will be permitted only by prior written authorization of the Board and the consent of the owners of both Units.

## Article 5

### MAINTENANCE RESPONSIBILITY

**Section 5.1 Guidance on Community Versus Unit Owner Maintenance Duty.**

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~~The Unit Owner shall be solely responsible for maintenance, repair and replacement of the Unit and Exclusive Use Elements identified as part of the Unit in Article 4 of this Declaration. The Unit Owner shall be responsible to have sufficient property insurance to replace the Unit and its Exclusive Use Elements and their components and sufficient liability insurance to cover replacement of the Building and its Units if they are damaged or destroyed by the negligence or misconduct of the Unit Owner or his/her residents or guests. Unit owners shall be responsible for timely reporting [in writing] of any defect of any common element to the Board or its designated manager.~~

Revised  
3/22/11

~~The community shall be responsible for maintenance, repair and replacement of the Common Elements described in Article 3. Additionally, pest prevention treatment or installations shall be a community responsibility, and Unit Owners shall cooperate and permit access to facilitate total treatment for the Unit as well as the Common Elements, so that prevention warranties can be maintained for the entire Building.~~

Where there is any uncertainty regarding the line between Unit Owner and community responsibility to pay for repair, maintenance or replacement of a particular item, the Board shall have the power to make rules [not directly in conflict with this Declaration] which shall identify whether the community or the Unit Owners are responsible for a particular feature, process, system or item. Such rules shall be binding on the Unit Owners and the community, subject to the callback power of Unit Owners stated in Section 11.3 of this Declaration.

Add 4th paragraph - See Amendment

Revised  
3/22/11

**Section 5.2 Common Areas.** The community shall be responsible through its Board for maintenance of all Common Areas and for repair and replacement of all facilities, features and fixtures in such Common Areas. The Board shall have access to such Common Areas to make such repairs and replacements, including access, if reasonably required to do such work, through Unit Owner space or facilities. The Board shall also repair any damage which passage through or use of Unit Owner space to repair Common Area facilities causes to Unit Owner facilities. However, any such intrusion through Unit Owner space required for such repairs shall be on prior notice of at least seven (7) days, unless an emergency requires immediate access, in which case the Board shall in good faith give such notice as reasonably possible under the circumstances and shall repair any damage done to the facilities of the Unit Owner.

**Section 5.3 Unit and Exclusive Use Areas.** The Unit Owner shall be responsible for repair and maintenance of its own Unit and Exclusive Use Elements and facilities and fixtures comprising the Unit under this Declaration. All Unit Owner work on such facilities shall conform to the general guidelines [including prior review and approval by the Board] established by the Board to maintain a harmonious and aesthetic appearance for the community as a whole. If a Unit Owner neglects to maintain such areas and facilities properly, creating a blighted or offensive appearance, a safety hazard, a health hazard, a possible pest infestation or a nuisance, the Board shall give the Unit Owner a warning notice and fair opportunity for the Unit Owner or any resident to be heard. If the Board finds that a serious blight problem or health or safety hazard or nuisance exists and the Unit Owner fails to correct the problem, the Board in its discretion shall have the power to do any or all of the following corrective steps [in addition to its powers under Section 10.9 of this Declaration]:

(a) Order the Unit Owner to do the corrective work and seek any required enforcement power from the courts.

(b) Cause the corrective work to be accomplished at the community's expense and charge all such expenses plus attorney fees to the Unit Owner as a special assessment solely to that Unit. This power shall include the right upon fourteen (14) days prior written notice to make forced entry into the Unit area if necessary.

Because a community like this one is an interdependent living relationship with entwinement of property values, a Unit Owner who causes blight or safety or health hazards or a nuisance must be disciplined to avoid harm to the property values and quality of life of fellow Unit Owners and residents in accordance with Section 10.9.

## Article 6

### ALLOCATION OF OWNERSHIP INTERESTS, COMMON EXPENSES AND VOTING RIGHTS

**Section 6.1 Ownership Interests.** The Ownership Interest refers to the portion of the Common Elements each Unit Owner holds in the event of dissolution of the community. Each Unit Owner shall have the proportionate Ownership Interest shown for that Unit as stated in Exhibit A.

**Section 6.2 Common Expenses.** To meet the common expenses of the community, all Unit Owners shall be charged an annual assessment with the right to pay 1/12<sup>th</sup> per month over the affected twelve month period. The regular monthly assessment for all Units shall be in proportion to the respective Ownership Interest percentage for that Unit, with Units having the same Ownership Interest being assessed at the same rate. These assessment rates may be altered from time to time under the provisions set out in this Declaration.

**Section 6.3 Allocation of Unit Owner's Voting Rights.** Each Unit Owner shall be entitled to one vote per Unit in all community elections or votes. To be eligible to vote, at least 7 days before the vote a Unit Owner must not be past due more than 10 days on any payments to the community.

## Article 7

### EASEMENTS

**Section 7.1 Additional Easements.** In addition to any easements shown on the recorded Plats for the community, the following easements are hereby created:

(a) The Units, Exclusive Use Elements and Common Elements shall be, and hereby are, made subject to easements in favor of the Board, other Unit owners, appropriate utility and service companies, cable television or satellite companies and governmental agencies or authorities for such utility and service lines and equipment as may be necessary or desirable to serve any portion of the Entire Property. The easements created by this Section 7.1 (a) shall include, without limitation, rights of the Board, any Unit Owner or the providing utility or service company, or governmental agency or authority to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, drainage ditches and pump stations, telephone or internet wires and equipment, television equipment and facilities (cable or otherwise), electrical wires, conduits and equipment and ducts and vents over, under, through along and on the Units, Exclusive Use Elements and Common Elements.

Notwithstanding the foregoing provision of this Section 7.1(a), any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

With respect to any utility lines or equipment serving only the community as a whole and located upon the Common Elements, the Board shall have the right and power to dedicate and convey title to the same to any private or public utility company. The Board shall also have the right and power to convey permits, licenses and easements over the Common Elements for the installation, maintenance, repair and replacement of utility poles, lines, wires and other equipment to any private or public utility company. In addition, the Board shall have the right to grant permits, licenses and easements over the Common Elements for the building and maintenance of roads and for other purposes necessary for the proper operation of the community. Any use of such easement rights is expressly conditioned upon and subject to the duty of the easement user to repair any damage caused by its use or work on the easement.

(b) The Board shall have a perpetual easement on, over and under portions of the Common Elements and Common Areas for the purpose of maintaining and/or correcting drainage of surface water runoff in order to maintain reasonable standards of health, safety and appearance. The easement created by this Section shall pass to the community and expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil, or take any other action reasonably determined to be necessary. The Board shall restore the affected property as closely to its original condition as practicable.

(c) The Common Elements shall be and hereby are made subject to an easement in favor of the Board and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements.

(d) To the extent necessary, subject to the prior approval of the Board, each Unit sharing space in a building with another Unit shall have an easement for structural support over every other Unit in the Building in which it is located, the Common Elements and the Exclusive Use Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in that particular building, the Common Elements and the Exclusive Use Elements.

(e) The Units and the Exclusive Use Elements are hereby made subject to the following easements:

(1) In favor of the Board and its agents, employees and independent contractors, (i) for inspection of the Units and Exclusive Use Elements in order to to meet requirements to maintain insurability or code compliance by the community, (ii) for inspection, maintenance, repair and replacement of the Common Elements situated in or accessible from such Units or Exclusive Use Elements or both, (iii) for correction of emergency conditions involving immediate threat of harm to persons or property in one or more Units or Exclusive Use Elements, or both, or casualties to the Common Elements, the Exclusive Use Elements and/or the Units, (iv) for any of the purposes set forth in this Declaration, and (v) to do any other work reasonably necessary for the proper maintenance of the community, it being understood and agreed that the community and its agents, employees and independent contractors shall take reasonable steps to minimize any interference with a Unit Owner's use of their Unit resulting from the community's exercise of any such rights.

(2) In favor of the Unit Owner benefited thereby and the Board and the community and its agents, employees and independent contractors, with the prior approval of the Board, for the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, electrical, telephone, telegraph or other communication systems and all other utility lines and conduits which are part of the Common Elements and which pass across or through a portion of one or more Units.

(f) All easement, rights, and restrictions described and mentioned in this Declaration are easements appurtenant, running with the land and the Entire Property, including by way of illustration but not limitation the Units, Exclusive Use Elements and the Common Elements, and shall continue in full force and effect until the termination of this Declaration.

**Section 7.2 Reservation of Temporary Easement Rights.** If an emergency situation arises, the Board shall have the right to grant to any third party any temporary license or easement extending not longer than 90 days in, on, over, or through the Entire Property, in addition to and not in limitation of those set forth above, which temporary license or easement is determined by the Board, in its reasonable judgment, to be necessary for the avoidance of damage or for the maintenance of property values for the community.

## Article 8

### RESTRICTIONS ON USE, SALE AND LEASE OF UNITS

**Section 8.1 Use.** The following restrictions shall apply to the uses of Units, Exclusive Use Elements and Common Elements in the community: Any prohibition on Unit Owner action or use shall also apply to any residents or guests of the Unit.

(a) The Units are restricted to residential use. The Units may not be used for any other purposes by the Unit Owner or any future Unit Owner. No present or future Owner of any Unit shall permit their Unit or Exclusive Use Elements to be used or occupied for any purpose other than as a single-family residence. However, Unit Owners and residents shall have the power to conduct business activities by computer, telephone or mail connection so long as such activities do not involve disruptive numbers of regular visitors to the Unit or create a burden on the Common Elements or a nuisance to other residents.

(b) No Unit Owner may obstruct the Common Elements in any way. No Unit Owner may store anything in or on the Common Elements without the prior written consent of the Board. No storage of vehicles or other items shall occur in the parking areas without prior Board approval. No vehicle with more than six wheels nor any vehicle longer than twenty-two feet, unlicensed vehicle, derelict vehicle, trailer, camper, or watercraft shall be regularly parked overnight in the visible open space of the driveway, in the parking areas or on the street nor on any back court or side yard. Any vehicle with commercial markings owned by a resident shall be parked in a garage; however, if said vehicle is part of the regular livelihood of the resident and cannot be placed in a garage, the Board in its sound discretion may approve a hardship application under rules set by the Board for special parking arrangements.

(c) No Unit Owner may carry on any practice, or permit any practice to be carried on, which unreasonably interferes with the quiet enjoyment of the occupants of any other Unit by way of excessive noise, foul odors, garish lighting, health hazards, traffic congestion or safety hazards. The Entire Property is to be maintained in a clean and sanitary condition and in accordance with all applicable laws and ordinances. No Unit Owner or resident may place any garbage, trash or rubbish anywhere in the Entire Property than in their own Unit and in or on such parts of the Common Elements as may be designed for such purpose by the Board.

(d) No Unit or Exclusive Use Element shall be used, occupied or kept in a manner which in any way increases the insurance premiums for the Entire Property or the community without the prior written permission of the Board, and the Unit Owner shall pay the community for any such increased premium.

(e) Except for a single small non-illuminated name sign or sign indicating the Unit address by the mailbox of their Unit, no Owner of any Unit may erect any sign on their Unit or any Exclusive Use Element which is visible from outside their Unit or from the Common Elements without, in each instance, having obtained the prior written permission of the Board.

(f) Domestic pets (including by way of illustration and not limitation dogs, cats, hamsters, birds, and fish) may be kept by a Unit Owner as household pets in their Unit, provided that such animals: (1) are not kept for any commercial purposes; (2) are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted or approved by the Board; (3) do not, in the judgment of the Board create recurring messes which are not promptly cleaned up or constitute a nuisance or hazard to others; and (4) are kept in compliance with local leash laws and animal health laws.

(g) The Owner of a Unit shall not alter in any way or paint or stain any portion of their Unit which is part of the exterior façade of the building or any portion of an Exclusive Use Element, including by way of example but not by way of limitation exterior windows or doors, without the prior written consent of the Board.

#### **Section 8.2 Sale and Lease of Units.**

(a) A Unit Owner may sell or lease their Unit at any time and from time to time provided that all tenancies must be in writing and shall be for a term of not less than one year and each tenant and lease shall be subject to and be bound by all of the covenants, restrictions and conditions set forth in this Declaration and all Rules and Regulations established by the Board. The Board shall have the power to impose a security deposit on any leasehold to cover damage to the Common Elements [because tenancies have a higher probability of more frequent moves in and out with greater risks of damage to Common Elements].

Unit Owners may lease out their garage space only to other Unit Owners. If the Unit owning the garage is ever sold, the lease terminates immediately and the purchaser of the Unit whose garage had been leased shall have full ownership and use and control of the garage.

(b) This Section shall not be deemed or construed to impair a Mortgagee's right to foreclose, accept a deed in lieu of foreclosure or sell or lease a Unit so acquired by the Mortgagee.

(c) For safety and emergency reaction purposes, it shall be the duty of each Unit Owner to keep the Board informed in writing of the name and contact information of a person residing on site and to update such information promptly as circumstances change.

(d) If any tenant under a rental arrangement or resident living on site who is not an owner is found by the Board to be a serious or repeat violator of this Declaration or the Rules adopted by the Board after fair hearing [with due notice to the owner to attend the hearing], the Board shall have the power to order the continued tenancy and occupancy by said wrongdoer to be terminated. This power to terminate the occupancy on site and any leasehold rights of a serious or repeat violator is in addition to any other fines or sanctions the Board may also impose on the

wrongdoer or the owner. This guideline is included in this Declaration so that a tenant or guest of shorter term residency cannot ruin the quality of life and the property values of persons who have made the community their permanent home. All Unit Owners who establish leases or allow guests for their Units after the adoption of this Declaration do so subordinate to and subject to the foregoing self-defense provision in favor of this community.

## Article 9

### THE ASSOCIATION BOARD

**Section 9.1 Association Board.** The community is both a condominium of record under the Missouri Condominium Laws and a nonprofit incorporated association. Operational control of the community under this Declaration [subject to certain powers vested by this Declaration in the Unit Owners] is vested in the community Board.

The Board shall act in the name of the community in accordance with this Declaration to work to maintain a decent quality of life for the Unit Owners and residents and to maintain solid property values for the Units.

**Section 9.2 The Board Selection Process.** The Board shall consist of five (5) members elected by the Unit Owners. At the time of adoption of this Declaration, the existing Board of 5 is already elected subject to staggered election, so that a majority of the Board is not ordinarily on the ballot at any one election. This Declaration seeks to preserve such staggered election to preserve continuity. The existing Board at the adoption of this Declaration shall become the Board under this Declaration and shall serve out the terms for which they were previously elected. All future Board Elections shall occur at the Annual Unit Owners Meeting and all future Board elections shall be for a term of three (3) years. However, special elections to fill a vacancy shall be in accordance with Section 9.3 below.

**Section 9.3 Qualifications to Serve.** Only a natural person who is a resident Unit Owner of record in the property records of St. Louis County and is in good standing regarding all obligations to the community or is a Trustee, Director, Officer or Manager of an entity owning a Unit and is a party in residence and is in good standing as to all obligations to the community shall serve on the Board. A Board member who ceases to have such connection to the Unit shall cease to be a Board member as of the date of departure or transfer of title. Any Board member who is convicted of a felony or who has engaged in misdealing or defalcation in performance of Board duties shall be disqualified to continue to serve. If a Board member dies, resigns or becomes disqualified, the vacancy for the remainder of the term shall be filled at the next regular election if less than 9 months remains in the vacant seat term. If, on the other hand, there are more than 9 months left in the term, then a special election shall be held to fill the vacancy.

**Section 9.4 Officers and Internal Organization of the Board.** The Board shall name one of its members to be President of the Board and one to be Treasurer and one to be Secretary. The President shall preside at all Board Meetings and at all Unit Owner meetings. The Treasurer

shall keep all financial records. The Secretary shall keep all minutes of Board Meetings and Unit Owner meetings and all general community records.

Board meetings shall occur at the call of the President or by vote of a majority of the Board on due notice to all Board members. A majority of the Board at such duly called meetings shall constitute a quorum to do business. The Board shall meet at least once every quarter and shall make reasonable effort to give notice to Unit Owners of the time and place of the meetings. Unit Owners shall have the right to attend and observe meetings but any request to make a presentation to the Board must be preceded by a written request in advance to the Board.

The Board may close a portion of its meeting to Unit Owners and guests and go into executive session to discuss pending or threatened litigation, personnel matters, alleged violations, delinquencies, property transactions involving bids, or a request for private conference from a Unit Owner.

All Board decisions on any question before it shall be resolved by majority vote of a quorum unless this Declaration requires more.

#### Article 10

#### POWERS & DUTIES OF THE BOARD

The Board shall have the following powers and duties [references below to Unit Owners shall also include residents or tenants of the Unit]:

**Section 10.1 Preparing the Annual Budget.** By November of each year, the Board shall prepare the annual budget for the community showing the expected revenues and the expenditures for the next calendar year beginning January 1 and send a copy to all Unit Owners. The budget shall reflect what, if any, addition or reduction to reserves the Board expects and shall also show the assessments applicable to the Unit Owners for the next year, indicating what, if any, change is being made in the amount of the assessments.

The Unit Owners shall then have a thirty-day span to vote on the proposed budget by mail or by delivery of the ballot to the community office. Unless a majority of all the Units in the community vote to reject the budget, the budget will stand approved as proposed. If a proposed budget is not so adopted, then the prior year's budget and assessment shall remain in effect.

**Section 10.2 Assessments for Units.** As part of the annual budget process, the Board shall determine what, if any, change is to be made in the regular annual assessments to be paid in monthly installments by the Unit Owners. Assessments shall be allocated per the guidelines of Section 6.2 and shall be paid in monthly installments. Monthly assessment payments are due on the first day of each month and shall have a late fee for any payment made after the 10<sup>th</sup> of the month. Unpaid assessments shall have a 15% late fee and run interest at the rate of 9% per annum. If the Board must take action to collect, the defaulting Unit Owner shall pay all costs of collection, including court costs, and all attorney fees incurred by the Board, and the Board may set such fees on a contingency fee basis.

Revised  
3/22/11

~~If unanticipated contingencies arise that require additional regular revenues before the next budget review, the Board by a 4/5<sup>th</sup> vote may serve notice to the Unit Owners of an increase in the monthly assessment level for all Units to meet a higher recurring cost. Unless a majority of all the Units in the community within 30 days of the Board's declaration of the increase vote to block it, said increased assessment amount shall take effect 60 days after declaration by the Board. If a majority of all Units vote to block the increase, then no such increase will take effect.~~

Revised  
3/22/11

~~Additionally, if a serious and immediate large-scale capital or other expenditure is required, needing a sizeable single amount of money, the Board may by 4/5<sup>th</sup> vote impose a single special assessment upon all Unit Owners, with each Unit responsible to pay its proportionate share [reflecting the guidelines of Section 6.2] of the total special assessment. Said special assessment shall give Unit Owners a minimum of ninety (90) days to pay. Unless a majority of all the Units in the community within 30 days of the Board's declaration of the special assessment vote to block it, said special assessment amount shall be payable by the Unit Owners 90 days after declaration of the special assessment by the Board. If a majority of all Units vote to block the increase, then no such special assessment will take effect.~~

Any unpaid assessment or other charge from the community against a Unit shall be a lien on the Unit as of the day of default without any necessity of recording the lien itself in the County Records (since the existence of the community and this recorded Declaration is fair notice to the world of continuing obligation to pay assessments).

Revised  
3/22/11

~~The liens 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 Unit of a defaulting Owner, such sale to be conducted in the manner set forth in Chapter 443 of the Revised Statutes of Missouri (as now written or as hereafter amended). The Owner of each Unit, by acquisition of such Unit grants to the community a power of sale in connection with the community's liens. By written resolution, the Board may appoint, from time to time, a trustee or attorney of the community to exercise the power of sale on behalf of the community. The community may bid for and purchase the Unit, as a Common Expense, at any such foreclosure sale. The foreclosure by a first mortgagee of a Unit in order to satisfy first lien indebtedness will extinguish the subordinate lien for any assessments which became payable after the date of such first mortgage encumbrance. The defaulting Unit Owner shall bear as a continuing personal obligation all costs and attorney fees incurred by the Board in any foreclosure. The Board may set the attorney fees on a contingency fee basis. The Unit Owner shall remain personally liable for any unpaid balance remaining after foreclosure.~~

**Section 10.3 Managing Community Funds and Reserves.** The Board shall invest community funds only in accounts or investments that are insured by the United States Government.

The Board shall cause all bills to be paid timely and shall arrange for federally insured depository accounts to handle all receipts. The Board shall have the power to invade reserves or to seek a loan to cover expenses of the community by a 4/5<sup>th</sup> vote of the Board, provided however, that any loan proposal from the Board shall be sent to all Unit Owners and shall require to be approved the favorable vote of at least 60% of the Units voting by mail over a 30-day

period. If the loan proposal does not receive such 60% support from those voting, then no such loan shall be taken out. If at least 60% support is received from those voting, then the Board shall have the power to pursue and close the loan and give the lender collateral position as stated in the loan proposal.

The Board shall save and earmark funds for long-term reserves to cover future capital or community needs.

All checks shall be signed by at least two Board members or by one Board member and an authorized staff member. The Board may establish a petty cash account for use by the staff for minor expenses.

The Board shall serve as trustees and fiduciaries of the community's funds and shall avoid nepotism, self-dealing and conflict of interest in their use and investment. The Board shall make an annual accounting of all revenues and expenditures to the community. A Board member shall recuse himself/herself from any decision in which said Board member or any member of said Board member's family has a direct economic stake or stands to make personal gain.

**Section 10.4 Making Community Rules.** The Board shall have the power to make any and all rules consistent with this Declaration and the law which they deem necessary and proper for control and use of the Common Elements, conducting community business and maintenance of property values and good quality of life for the community.

Such rules may provide for fines and enforcement sanctions for noncompliance, as stated more fully in Section 10.9. The Board may set attorney fees chargeable against a violator on a contingency fee basis.

**Section 10.5 Controlling the Common Elements.** The Board shall maintain the Common Elements in good condition for the benefit of the Unit Owners and residents. The Board shall work to develop a long-term plan for anticipated repair or replacement work on Common Elements.

The Board shall represent, act for and speak for the community on any regulatory question involving governmental authorities, or utilities, including but not limited to drainage, zoning, use, parking, utility service and police and fire service.

The Board shall have the power to negotiate and grant any permanent easements or temporary access rights over the Common Elements or buildings as required to provide service to community residents or to make needed repairs or deal with safety requirements. However, any party having such easement or right of access shall first obtain the prior written consent of the Board (which consent shall not be unreasonably withheld) to any initial or new use of said right, shall work in good faith to minimize disruption to the Common Elements and Unit Owners and shall cause to be repaired in good order any harm caused to the Common Elements or property of the Unit Owners caused by such use.

**Section 10.6 Selecting & Controlling Contractors, Employees and Managers.** The Board shall have the power to negotiate, contract for, hire, fire, discipline and supervise employees and contractors used in the performance of community work. No contract shall be longer than three (3) years duration.

The Board shall have the same powers to engage, use and discharge professionals (accountants, attorneys, engineers, community managers) as needed for community purposes.

**Section 10.7 Regulating Appearance, Safety and Alteration or Exterior Modifications.** Maintenance of sound property values and harmonious community appearance requires that there be community overview of the appearance and use of Common Elements and of the exterior appearances and condition of Units and Exclusive Use Elements.

No Unit Owner shall have the right to convert Common Element areas to exclusive individual use.

No Unit Owner shall construct or emplace any exterior feature or coloration without first obtaining prior written permission of the Board under rules established by the Board. Failure to obtain such permission shall empower the Board at any time to cause the feature or color to be removed. When in doubt, the Unit Owner should first seek permission before making any change.

The Board shall have the power to find that a feature or color emplaced by a Unit Owner diminishes reasonable appearance or threatens property values or adversely affects safety and to order and enforce its removal at the Unit Owner's cost, with the Unit Owner also paying any costs or attorney fees incurred by the Board.

Likewise, if a Unit Owner has failed to make necessary repairs and created an eyesore, a safety hazard, a pest infestation, a nuisance or health hazard, the Board shall have the power to order the situation corrected at the Unit Owner's expense, or the Board may cause the work to be done and charge the amount to the Unit Owner along with all costs and attorney fees incurred.

**Section 10.8 Obtaining and Maintaining Insurance.** The Board shall obtain and maintain such property insurance on the Common Elements at levels commensurate with their value as is reasonably available. The Board shall maintain community liability insurance coverage, bonding and liability insurance coverage for Board and staff at such levels as the Board deems appropriate.

The Board shall have the power to require Unit Owners to maintain minimum levels of liability insurance and property loss insurance in amounts set by the Board from time to time and to provide the Board proof of such policies continuing in force or of any change in status per Section 5.1.

**Section 10.9 Enforcing the Declaration and Rules and Collecting Sums Due.** The Board in the name of the community may commence any legal action, by vote of a majority of the Board. The community may be joined as a defendant in a legal action by obtaining service on at least three (3) of the five (5) Board members.

When the Board has reason to believe that a Unit Owner or resident has violated this Declaration or a Rule, the Board shall give the accused violator a reasonable opportunity to be heard with at least thirty (30) days prior notice to make a response by mail, [unless a bona fide emergency exists involving imminent risk of harm to persons or property, in which case the Board shall give as much notice as reasonably possible]. A Unit Owner may request a formal Board hearing, which the Board shall grant within a reasonable time. However, no formal hearing shall be required to proceed with sanctions if the violation is the mere failure to pay assessments timely, since the duty to pay assessments is a recurring obligation known to all Unit Owners.

The Board shall have the power to enforce the requirements of this Declaration and the Rules adopted by the Board. To accomplish such enforcement against violators, the Board shall have the power to punish and deter violation by:

- a. establishing a system of fines and penalties and imposing fines and penalties for violations,
- b. prohibiting access to or use of common elements by a violator for a violation or for the duration of the violation,
- c. ordering the violator to cease and desist from violation,
- d. ordering the violator to correct or remove at the violator's expense any structure, defect or item in violation by a time certain set by the Board,
- e. accelerating for a full year assessment payments of any owner who has been a repeat violator in failing to pay assessments or in violating the Declaration or the rules or who has been a serious violator in causing extraordinary disruption of the peace and good order of the community or who has caused harm or threat of harm to persons or property in the community,
- f. moving immediately in an emergency [with as much prior notice as time permits] to correct or abate any violation which poses a threat to the safety or property of the community, its owners or their guests,
- g. correcting the violation in the Board's discretion when a violating owner fails to abide by a deadline set by the Board to correct or remove any structure, defect or item in violation [with all costs, fees and charges incurred to be paid by the violating owner],
- h. bringing an action in the courts to enforce any order of the Board, and/or
- i. charging the violator all costs, attorneys' fees and charges incurred by the Board in correcting the violation or in collecting any sums owed by the violator or in enforcing correction of the violation or collection of sums owed by the violator through the courts.

The Board shall establish by rule guidelines for fair notice to alleged violators and opportunity to be heard, and the Board shall have the power to abate or delay enforcement where a timely showing of extraordinary hardship and a good faith effort to comply are made by the alleged wrongdoer.

Where the wrongdoer is a tenant or resident of a Unit other than the Unit's Owner, both the wrongdoer and the Unit Owner may be subjected to sanctions or required to pay for any harm done by the wrongdoer, costs or attorney fees incurred by the Board. If the tenant or guest of a Unit Owner is a persistent or serious violator of this Declaration or the Rules made by the Board,

said tenant or guest may be ousted and the tenancy and any lease ended, if the Board, after fair hearing, finds said tenant or guest to be a recurring or serious violator.

## Article 11

### UNIT OWNER MEETINGS AND RIGHTS OF PARTICIPATION

**Section 11.1 Annual Meetings and Special Meetings.** The Annual Meeting of the Unit Owners shall occur in January of each year at a time and place set by the Board, giving all Unit Owners at least 30 days prior written notice of the meeting.

The Board President shall preside at Unit Owner meetings. Unit Owners in good standing shall have one vote per Unit at all Unit Owner meetings and for Board member positions on the ballot at community elections. Unit Owners shall have the right to vote by proxy if they cannot attend. Unless a higher percentage is required under this Declaration for a particular vote, all Unit Owner decisions shall be by majority of the Unit Owner votes cast. However, no Unit Owner vote can override this Declaration, and override of a Rule or penalty can only occur per Section 11.3. Where there is controversy, fair opportunity shall be given to opposing views to speak.

At the Annual Meeting, the Board shall make a report on the financial status of the community on any major projects contemplated or in progress for the next year. The meeting shall allow Unit Owners time to ask questions or to make comments about the community's finances, business, maintenance, or operation. The election for Board seats will then be held. The candidate receiving the highest number of votes for a seat shall be elected.

The Unit Owners by petition of 20% of all Unit Owners or by vote of the Board may hold a special meeting to discuss community business. Such meeting shall occur after at least thirty (30) days prior notice to all Unit Owners and within 60 days of the filing of the petition or vote of the Board. The notice shall specify the subjects to be covered and the special meeting shall be limited solely to those subjects. No quorum shall be required for a Unit Owners meeting held on due notice.

**Section 11.2 Unit Owner Rights of Access to Records.** Any Unit Owner shall have the right to inspect the financial books and business records of the community by giving the Board at least seven (7) days prior written notice delivered to the community office, provided that no automatic right of access or review shall exist without a nondisclosure agreement or protective order regarding pending or threatened litigation, competing bids, personnel records or confidential Unit Owner communications or other matters within the closed meeting guidelines of Section 9.4. Any such inspection shall be subject to the right of the Board to make a reasonable charge for administrative time and any copying costs incurred.

**Section 11.3 Unit Owner Power to Nullify or Call Back Board Rules or Actions.** Except where the power specified below would conflict with the governing Declaration, federal law, state law or local ordinance, the Unit Owners shall have the power to cancel and nullify a rule or a penalty created or imposed by the Board. This callback power of the owners shall be

activated through the following process. By petition of 61 or more units, the owners shall be empowered to call for a vote on a rule or a penalty promulgated by the Board. Said petition shall specify the precise Board rule or penalty to be voted upon.

Within 30 days of said petition being filed with the Board, an election meeting will be held on whether the Board rule or penalty at issue should be reversed and nullified. A ballot stating in neutral terms the Board decision at issue and having the owners vote "AGAINST THE BOARD DECISION" or "FOR THE BOARD DECISION" shall be sent to all owners by no later than 14 days before the meeting. At the meeting, representatives of both sides will be given fair opportunity to speak before the vote.

If at the meeting at least 91 units are present in person or by proxy and if 2/3 of the votes cast in person or by proxy are AGAINST THE BOARD DECISION, then the Board decision at issue shall be nullified and the situation shall revert to the status as to that matter prior to the Board decision at issue. If either less than 91 units participate in person or by proxy or if less than 2/3 of those voting in person or by proxy vote AGAINST THE BOARD DECISION, then the Board decision shall stand and be fully enforceable.

**Section 11.4 Ouster of a Board Member.** The owners shall have the power to remove a Board member at any time through the following process. Upon petition of 61 or more units, a special election shall be set to remove a specific Board member named in such petition.

Within 30 days of said petition being filed with the Board, a meeting will be held to vote on whether the Board member at issue should be removed from the Board. A ballot stating the Board member's name and asking the owners to vote "TO REMOVE THE BOARD MEMBER FROM THE BOARD" or "TO KEEP THE BOARD MEMBER ON THE BOARD" shall be sent to all owners no later than 14 days before the meeting. At the meeting, representatives from both sides will be given fair opportunity to speak before the vote.

If at the meeting at least 152 units, in person or by proxy, vote "TO REMOVE THE BOARD MEMBER FROM THE BOARD", then the Board member shall be removed from the Board. If less than 152 units, in person or by proxy, vote "TO REMOVE THE BOARD MEMBER FROM THE BOARD", then the Board member shall remain a Board member.

If there is a vote to oust, then a special election shall occur as stated in Section 9.3 (unless the entire Board is ousted in which case a special election shall occur as if the Unit Owners had just taken over from the Declarant with the entire first Board being elected with the winning candidates drawing lots for initial terms of 1 or 2 or 3 years so that the prior pattern of staggered elections is maintained). All subsequent elections shall be for 3-year terms.

## Article 12

### LIABILITY AND LIMITATIONS ON LIABILITY

**Section 12.1 Damage Caused by Unit Owners, Residents or Guests.** If a Unit Owner or a resident or tenant in the Unit or a guest of a Unit Owner negligently or deliberately causes

damage to the Common Elements or the property of another Unit Owner, the Unit Owner whose resident or guest caused the harm shall be jointly and severally liable along with the wrongdoer to pay for all such damages. Such damages shall remain a lien on the Unit of said responsible Unit Owner until the amount has been fully paid. The community shall have no duty to indemnify or pay any Unit Owner for the consequences of that Unit Owner's own negligence.

**Section 12.2 Scope and Limitations of Liability of Board Members.** Board members shall not be liable for ordinary negligence in performing their duties but shall be liable for intentional, unlawful or reckless misconduct. The community shall indemnify and hold the Board members harmless from all liability, claims or causes of action alleging ordinary negligence. This limitation of liability and indemnification in favor of Board members shall extend specifically to (but not be limited to) any claim of personal liability imputed to Board members regarding the maintenance or condition of the Common Elements.

### Article 13

#### AMENDMENT OF DECLARATION

An amendment of this Declaration shall be proposed in one of two ways : (1) By vote of 4/5 of the Board or (2) By petition signed by 20% of the owners of the 302 units in the community.

An amendment which has been duly proposed shall be mailed or delivered to all owners along with the text of the provisions being changed by the proposed amendment at least 45 days prior to the scheduled meeting at which the vote will occur.

At the meeting where the vote will occur on the amendment both proponents and opponents of the amendment will be given fair opportunity to speak before the vote.

To be adopted as an official amendment, the proposed amendment must meet both of the following two tests:

1. At least 30% of all 302 owners must participate in the vote on the amendment in person or by proxy, and
2. The proposed amendment must receive a vote in its favor of at least 60% of those voting in person or by proxy.

If a proposed amendment meets both these tests, it shall be officially adopted as of the day of the vote and promptly recorded in the St. Louis County Records. If a proposed amendment fails to meet either of these two tests, it shall be considered a rejected nullity.

### Article 14

#### NOTICES

All notices under this Declaration shall be valid if mailed to the last known address of the Unit Owner by the U.S. Mail postage prepaid. It shall be the responsibility of the Unit Owner to see that a correct address is available to the community.

Article 15

PROCESS FOR ADOPTION OF THIS DECLARATION

This Declaration shall be adopted in accordance with the foregoing Amendment process. If this new Declaration receives the required approval vote from the Unit Owners, then it shall take effect upon such adoption and its recordation in the County Records and the former Declaration shall be nullified and superseded by this new Declaration.

IN WITNESS WHEREOF, the Board by its duly authorized signatories certifies that the conditions of Article 15 above have been duly met and that this Declaration has been duly approved by the community and hence has caused this new Declaration to be executed with binding effect as the duly adopted new Declaration for the Community, nullifying and replacing all prior documents this 12<sup>th</sup> day of March, 20 07.

WESTPORT CROSSING CONDOMINIUM ASSOCIATION

by Richard L. Gaines  
R. Gaines

by Kevin Queen

by Michael Shea

by Allan L. Birman

by [Signature]

being all the duly elected and serving Board members of the Association.

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

Before me this 12 day of March, 20 07 appeared the following persons:  
Kevin Queen, Richard Gaines, Michael Shea, Allan Birman,  
& Adam Spector

who being duly sworn attested that they are the duly elected Board members for Westport Crossing Condominium and its Association and that the foregoing assertion that this new Declaration has been duly adopted by the Unit Owners in accordance with all legal requirements is correct and true.



SOL WILSON  
My Commission Expires  
February 1, 2010  
St. Louis County  
Commission #066833620

[Signature]  
NOTARY PUBLIC

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
1	C	0.00406	\$76,200
2	C	0.00393	\$73,700
3	B	0.00371	\$69,700
4	B	0.00371	\$69,700
5	C	0.00393	\$73,700
6	C	0.00406	\$76,200
7	C	0.00397	\$74,500
8	C	0.00384	\$72,000
9	C	0.00384	\$72,000
10	C	0.00384	\$72,000
11	C	0.00384	\$72,000
12	D	0.00378	\$71,000
13	D	0.00387	\$72,700
14	B	0.00371	\$69,700
15	C	0.00393	\$73,700
16	A	0.00355	\$66,700
17	C	0.00393	\$73,700
18	C	0.00406	\$76,200
19	B	0.00376	\$70,500
20	C	0.00397	\$74,500
21	G 3 2.5	0.00334	\$62,700
22	G 3 2.5	0.00326	\$61,200
23	F 2 1.5	0.00302	\$56,700
24	F 3 1.5	0.00309	\$58,000
25	E 2 1.5	0.00297	\$55,700
26	G 3 2.5	0.00334	\$62,700
27	D	0.00378	\$71,000
28	B	0.00362	\$68,000
29	C	0.00384	\$72,000
30	C	0.00384	\$72,000
31	C	0.00384	\$72,000
32	C	0.00384	\$72,000
33	B	0.00362	\$68,000
34	A	0.00346	\$65,000
35	B	0.00362	\$68,000
36	D	0.00378	\$71,000
37	D	0.00387	\$72,700

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
38	B	0.00371	\$69,700
39	C	0.00393	\$73,700
40	B	0.00371	\$69,700
41	A	0.00355	\$66,700
42	C	0.00393	\$73,700
43	A	0.00355	\$66,700
44	C	0.00393	\$73,700
45	B	0.00371	\$69,700
46	D	0.00387	\$72,700
47	G 3 2.5	0.00328	\$61,500
48	G 3 2.5	0.00320	\$60,000
49	G 2 1.5	0.00306	\$57,500
50	F 3 2.5	0.00309	\$58,000
51	G 3 2.5	0.00320	\$60,000
52	G 3 2.5	0.00320	\$60,000
53	F 3 2.5	0.00309	\$58,000
54	F 3 2.5	0.00317	\$59,500
55	G 3 2.5	0.00328	\$61,500
56	F 2 1.5	0.00296	\$55,500
57	G 3 1.5	0.00313	\$58,800
58	G 3 2.5	0.00328	\$61,500
59	G 3 2.5	0.00334	\$62,700
60	G 3 2.5	0.00326	\$61,200
61	F 3 1.5	0.00309	\$58,000
62	F 3 1.5	0.00309	\$58,000
63	F 2 1.5	0.00302	\$56,700
64	F 3 1.5	0.00309	\$58,000
65	G 3 1.5	0.00320	\$60,000
66	G 3 1.5	0.00320	\$60,000
67	F 3 2.5	0.00316	\$59,200
68	E 2 1.5	0.00297	\$55,700
69	F 2 1.5	0.00302	\$56,700
70	E 3 2.5	0.00318	\$59,700
71	G 3 2.5	0.00334	\$62,700
72	F 3 2.5	0.00316	\$59,200
73	G 3 2.5	0.00326	\$61,200
74	G 3 2.5	0.00334	\$62,700

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
 DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
 2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
 PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
75	G 3 2.5	0.00334	\$62,700
76	F 3 2.5	0.00316	\$59,200
77	G 2 1.5	0.00313	\$58,700
78	G 3 2.5	0.00326	\$61,200
79	G 3 2.5	0.00326	\$61,200
80	F 3 2.5	0.00316	\$59,200
81	G 3 2.5	0.00326	\$61,200
82	G 3 2.5	0.00334	\$62,700
83	G 3 2.5	0.00328	\$61,500
84	G 3 2.5	0.00320	\$60,000
85	F 3 1.5	0.00303	\$56,800
86	F 3 1.5	0.00303	\$56,800
87	G 3 1.5	0.00320	\$60,000
88	G 3 2.5	0.00320	\$60,000
89	F 3 1.5	0.00303	\$56,800
90	F 3 1.5	0.00303	\$56,800
91	G 3 1.5	0.00313	\$58,800
92	G 3 2.5	0.00328	\$61,500
93	10 AMBER	0.00305	\$57,300
94	20 BRITTANY	0.00309	\$58,000
95	30-1 CRESCENT II	0.00320	\$60,000
96	30-1 CRESCENT II	0.00320	\$60,000
97	20 BRITTANY	0.00309	\$58,000
98	20 BRITTANY	0.00317	\$59,500
99	10 AMBER	0.00312	\$58,500
100	10 AMBER	0.00304	\$57,000
101	30-1 CRESCENT II	0.00326	\$61,200
102	30-1 CRESCENT II	0.00326	\$61,200
103	20 BRITTANY	0.00316	\$59,200
104	20 BRITTANY	0.00316	\$59,200
105	30-1 CRESCENT II	0.00326	\$61,200
106	30-1 CRESCENT II	0.00334	\$62,700
107	20 BRITTANY	0.00317	\$59,500
108	20 BRITTANY	0.00309	\$58,000
109	30-1 CRESCENT II	0.00320	\$60,000
110	30-1 CRESCENT II	0.00320	\$60,000
111	20 BRITTANY	0.00309	\$58,000

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
 DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
 2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
 PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
112	20 BRITTANY	0.00309	\$58,000
113	10 AMBER	0.00297	\$55,800
114	10 AMBER	0.00297	\$55,800
115	20 BRITTANY	0.00309	\$58,000
116	20 BRITTANY	0.00317	\$59,500
117	10 AMBER	0.00305	\$57,300
118	10 AMBER	0.00297	\$55,800
119	10 AMBER	0.00297	\$55,800
120	10 AMBER	0.00305	\$57,300
121	30-1 CRESCENT II	0.00334	\$62,700
122	30-1 CRESCENT II	0.00326	\$61,200
123	20 BRITTANY	0.00316	\$59,200
124	20 BRITTANY	0.00316	\$59,200
125	30-1 CRESCENT II	0.00326	\$61,200
126	30-1 CRESCENT II	0.00326	\$61,200
127	20 BRITTANY	0.00316	\$59,200
128	20 BRITTANY	0.00323	\$60,700
129	20 BRITTANY	0.00317	\$59,500
130	20 BRITTANY	0.00309	\$58,000
131	20 BRITTANY	0.00309	\$58,000
132	20 BRITTANY	0.00309	\$58,000
133	20 BRITTANY	0.00309	\$58,000
134	20 BRITTANY	0.00309	\$58,000
135	20 BRITTANY	0.00309	\$58,000
136	20 BRITTANY	0.00317	\$59,500
137	A CHESTNUT	0.00305	\$57,300
138	A CHESTNUT	0.00297	\$55,800
139	B EVERGREEN	0.00309	\$58,000
140	B EVERGREEN	0.00309	\$58,000
141	C WILLOWOOD	0.00320	\$60,000
142	C WILLOWOOD	0.00320	\$60,000
143	B EVERGREEN	0.00309	\$58,000
144	B EVERGREEN	0.00309	\$58,000
145	A CHESTNUT	0.00297	\$55,800
146	A CHESTNUT	0.00305	\$57,300
147	30-1 CRESCENT II	0.00334	\$62,700
148	30-1 CRESCENT II	0.00326	\$61,200

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
 DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
 2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
 PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
149	20 BRITTANY	0.00316	\$59,200
150	20 BRITTANY	0.00323	\$60,700
151	B EVERGREEN	0.00317	\$59,500
152	B EVERGREEN	0.00309	\$58,000
153	B EVERGREEN	0.00309	\$58,000
154	B EVERGREEN	0.00309	\$58,000
155	C WILLOWOOD	0.00320	\$60,000
156	C WILLOWOOD	0.00320	\$60,000
157	C WILLOWOOD	0.00320	\$60,000
158	C WILLOWOOD	0.00320	\$60,000
159	A CHESTNUT	0.00297	\$55,800
160	A CHESTNUT	0.00297	\$55,800
161	C WILLOWOOD	0.00320	\$60,000
162	C WILLOWOOD	0.00320	\$60,000
163	C WILLOWOOD	0.00320	\$60,000
164	C WILLOWOOD	0.00328	\$61,500
165	C WILLOWOOD	0.00334	\$62,700
166	C WILLOWOOD	0.00326	\$61,200
167	C WILLOWOOD	0.00326	\$61,200
168	C WILLOWOOD	0.00334	\$62,700
169	C WILLOWOOD	0.00328	\$61,500
170	C WILLOWOOD	0.00320	\$60,000
171	C WILLOWOOD	0.00320	\$60,000
172	C WILLOWOOD	0.00320	\$60,000
173	C WILLOWOOD	0.00320	\$60,000
174	C WILLOWOOD	0.00320	\$60,000
175	A CHESTNUT	0.00297	\$55,800
176	A CHESTNUT	0.00305	\$57,300
177	C WILLOWOOD	0.00334	\$62,700
178	C WILLOWOOD	0.00326	\$61,200
179	G WILLOWOOD	0.00326	\$61,200
180	C WILLOWOOD	0.00334	\$62,700
181	C WILLOWOOD	0.00328	\$61,500
182	C WILLOWOOD	0.00320	\$60,000
183	C WILLOWOOD	0.00320	\$60,000
184	C WILLOWOOD	0.00320	\$60,000
185	C WILLOWOOD	0.00320	\$60,000

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
186	C WILLOWOOD	0.00328	\$61,500
187	C WILLOWOOD	0.00328	\$61,500
188	C WILLOWOOD	0.00320	\$60,000
189	C WILLOWOOD	0.00320	\$60,000
190	C WILLOWOOD	0.00320	\$60,000
191	C WILLOWOOD	0.00320	\$60,000
192	C WILLOWOOD	0.00320	\$60,000
193	C WILLOWOOD	0.00320	\$60,000
194	C WILLOWOOD	0.00328	\$61,500
195	C WILLOWOOD	0.00328	\$61,500
196	C WILLOWOOD	0.00320	\$60,000
197	C WILLOWOOD	0.00320	\$60,000
198	C WILLOWOOD	0.00320	\$60,000
199	A CHESTNUT	0.00297	\$55,800
200	A CHESTNUT	0.00297	\$55,800
201	B EVERGREEN	0.00309	\$58,000
202	B EVERGREEN	0.00317	\$59,500
203	D	0.00387	\$72,700
204	B	0.00371	\$69,700
205	C	0.00393	\$73,700
206	B	0.00371	\$69,700
207	C	0.00393	\$73,700
208	A	0.00355	\$66,700
209	B	0.00371	\$69,700
210	B	0.00371	\$69,700
211	B	0.00371	\$69,700
212	C	0.00406	\$76,200
213	D	0.00378	\$71,000
214	C	0.00384	\$72,000
215	C	0.00384	\$72,000
216	B	0.00362	\$68,000
217	C	0.00384	\$72,000
218	A	0.00346	\$65,000
219	C	0.00384	\$72,000
220	B	0.00362	\$68,000
221	C	0.00384	\$72,000
222	B	0.00376	\$70,500

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U;  
PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
223	C	0.00406	\$76,200
224	C	0.00393	\$73,700
225	C	0.00393	\$73,700
226	B	0.00371	\$69,700
227	C	0.00393	\$73,700
228	C	0.00393	\$73,700
229	C	0.00393	\$73,700
230	B	0.00371	\$69,700
231	C	0.00393	\$73,700
232	B	0.00385	\$72,200
233	30-1 CRESCENT II	0.00328	\$61,500
234	30-1 CRESCENT II	0.00320	\$60,000
235	20 BRITTANY	0.00309	\$58,000
236	20 BRITTANY	0.00309	\$58,000
237	30-1 CRESCENT II	0.00320	\$60,000
238	30-1 CRESCENT II	0.00320	\$60,000
239	10 AMBER	0.00297	\$55,800
240	10 AMBER	0.00297	\$55,800
241	20 BRITTANY	0.00309	\$58,000
242	20 BRITTANY	0.00309	\$58,000
243	30 CRESENT	0.00313	\$58,800
244	30-1 CRESCENT II	0.00328	\$61,500
245	G 3 2.5	0.00334	\$62,700
246	G 3 2.5	0.00326	\$61,200
247	F 3 1.5	0.00309	\$58,000
248	F 3 1.5	0.00309	\$58,000
249	G 3 1.5	0.00320	\$60,000
250	G 3 2.5	0.00326	\$61,200
251	F 3 1.5	0.00309	\$58,000
252	F 3 1.5	0.00309	\$58,000
253	F 3 1.5	0.00309	\$58,000
254	F 3 1.5	0.00309	\$58,000
255	G 3 2.5	0.00326	\$61,200
256	G 3 2.5	0.00334	\$62,700
257	G 3 2.5	0.00334	\$62,700
258	G 3 2.5	0.00326	\$61,200
259	F 3 1.5	0.00309	\$58,000

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
 DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
 2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
 PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
260	F 3 1.5	0.00309	\$58,000
261	G 3 2.5	0.00326	\$61,200
262	G 3 1.5	0.00320	\$60,000
263	F 2 1.5	0.00302	\$56,700
264	F 3 1.5	0.00309	\$58,000
265	G 3 2.5	0.00326	\$61,200
266	G 3 2.5	0.00326	\$61,200
267	F 3 2.5	0.00316	\$59,200
268	G 3 2.5	0.00334	\$62,700
269	G 3 2.5	0.00328	\$61,500
270	G 3 2.5	0.00320	\$60,000
271	F 3 1.5	0.00303	\$56,800
272	F 3 1.5	0.00303	\$56,800
273	G 3 1.5	0.00313	\$58,800
274	G 3 2.5	0.00320	\$60,000
275	F 3 2.5	0.00309	\$58,000
276	F 3 1.5	0.00303	\$56,800
277	G 3 1.5	0.00313	\$58,800
278	G 3 1.5	0.00313	\$58,800
279	G 3 2.5	0.00320	\$60,000
280	G 3 2.5	0.00328	\$61,500
281	G 3 2.5	0.00334	\$62,700
282	F 3 2.5	0.00316	\$59,200
283	F 3 2.5	0.00316	\$59,200
284	F 3 1.5	0.00309	\$58,000
285	F 3 2.5	0.00316	\$59,200
286	E 3 1.5	0.00312	\$58,500
287	G 2 1.5	0.00321	\$60,200
288	F 3 1.5	0.00309	\$58,000
289	G 3 2.5	0.00326	\$61,200
290	F 2 1.5	0.00302	\$56,700
291	G 3 1.5	0.00320	\$60,000
292	G 3 2.5	0.00334	\$62,700
293	F 2 1.5	0.00304	\$57,000
294	F 3 1.5	0.00303	\$56,800
295	E 2 1.5	0.00290	\$54,500
296	E 3 1.5	0.00297	\$55,800

WESTPORT CROSSING COMDOMINIUM ASSOCIATION  
 DECLARATION OF CONDOMINIUM, INDENTURE, EXHIBIT A

PLATS 1-A, 1-B, 1-C, 1-D, 1-E, 2-A, 2-B, 2-C, 2-D, 2-F, 2-G, 2-H, 2-I, 2-J,  
 2-K, 2&3-L, 2-M, 2&3-N, 3-O, 3-P, 3-Q, 3-S, 3-T AND 3-U:  
 PERCENTAGE OF INTEREST IN COMMON ELEMENTS.

Date:

UNIT #	FLOOR PLAN	PERCENT OF INTEREST IN COMMON ELEMENTS	VALUE
297	G 3 2.5	0.00320	\$60,000
298	G 3 2.5	0.00320	\$60,000
299	F 2 1.5	0.00296	\$55,500
300	F 2 1.5	0.00296	\$55,500
301	F 3 2.5	0.00309	\$58,000
302	G 2 1.5	0.00314	\$59,000

6


Notation

**NOTICE OF CITIZEN VOTE**  
**AMENDING THE DECLARATION OF**  
**WESTPORT CROSSING CONDOMINIUM**

THE UNDERSIGNED, BEING ALL THE BOARD MEMBERS OF WESTPORT CROSSING CONDOMINIUM ASSOCIATION AND BEING DULY SWORN, STATE THE FOLLOWING TO BE TRUE:

1. THE DECLARATION OF WESTPORT CROSSING CONDOMINIUM IS RECORDED AT **BOOK 17533, PAGE 3576 ET SEQ.**
2. SAID DECLARATION HAS BEEN DULY AMENDED BY THE REQUISITE VOTE OF THE OWNERS REGARDING CHANGES ON THIRTEEN MATTERS IN THE DECLARATION.
3. EACH OF THE THIRTEEN CHANGES APPROVED BY THE OWNERS ARE STATED IN THE ATTACHED EXHIBIT A AND ARE SUBSTITUTE LANGUAGE FOR STATED EXISTING PASSAGES IN THE DECLARATION .
4. THESE THIRTEEN AMENDMENTS SHOWING THE PROVISIONS DULY MODIFIED HAVE BEEN ADOPTED BY VOTE OF THE OWNERS AND ARE ATTACHED TO THIS NOTICE AND INCORPORATED HEREIN BY REFERENCE IN THEIR ENTIRETY.

THIS OFFICIAL NOTICE OF DECLARATION AMENDMENTS ADOPTED IS SIGNED BY THE BOARD AS CONFIRMATION FOR RECORD PURPOSES OF THE REQUISITE APPROVAL VOTE OF THE OWNERS AT A VOTE HELD ON DUE NOTICE.

  
Kevin Queen - President

  
Allan Bierman - Secretary

  
Michael Shea - Treasurer

  
Eydie Caughron Member

  
Richard Gaines - Member

BEING ALL THE BOARD MEMBERS OF WESTPORT CROSSING CONDOMINIUM ASSOCIATION.

STATE OF MISSOURI  
COUNTY OF ST. LOUIS

BEFORE ME THIS 22d DAY OF March, 2011 APPEARED  
KEVIN QUEEN                      ALLAN BIERMAN  
MICHAEL SHEA                    EYDIE CAUGHRON  
RICHARD GAINES

WHO BEING DULY SWORN DID STATE THAT THEY ARE THE DULY SERVING BOARD MEMBERS OF WESTPORT CROSSING CONDOMINIUM ASSOCIATION AND THAT THEY SIGN THE FOREGOING WITH BINDING AUTHORITY AND EFFECT FOR SAID ORGANIZATION .

JERRY B. WAMSER  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My commission expires: Apr. 21, 2013  
Commission # 09471013

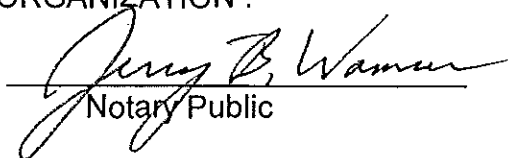
  
Notary Public

EXHIBIT A  
CHANGES TO PASSAGES  
IN DECLARATION AS STATED BELOW

STRIKE EXISTING SECTION 3.1(a) AND SUBSTITUTE THE FOLLOWING:

(a) All exterior walls and brickwork, foundation, footing, roof, chimney, structure and covering above the roof [but not the internal chimney pipe and its cover], siding and its auxiliary trim, façade, downspouts and guttering of the Buildings,

STRIKE EXISTING SECTION 3.1(c) AND SUBSTITUTE THE FOLLOWING:

(c) All utility systems, sewers, service pipes, ducts, conduits, and fixtures servicing more than one Unit, all sump pumps located in Common Areas that support more than one Unit as well as all area inlets and storm water drains wherever located, except that heating, ventilating and air conditioning equipment and pads serving one Unit, wherever located, shall be the responsibility of that Unit.

STRIKE EXISTING SECTION 3.1(d) AND SUBSTITUTE THE FOLLOWING:

(d) All landscaping [except for landscaping in the Unit courtyard, backyard and enclosed side yards], front yards, the brick wall that extends from the garage within the courtyard, exterior lighting and lawn area not part of a Unit or an Exclusive Use Element and serving more than one Unit or the community as a whole, plus front sidewalks, front steps, front stoops, and front porches.

STRIKE EXISTING SECTION 4.2(b) AND SUBSTITUTE THE FOLLOWING:

(b) All drywall, insulation, subfloors, soundproofing and all non-structural interior walls enclosed in the four sides of the exterior structural walls separating the Unit from the outside or from the next Unit, and

STRIKE EXISTING SECTION 4.2(e) AND SUBSTITUTE THE FOLLOWING:

(e) All glass surfaces and their components, windows, window wells, box/garden windows, sidelights, skylights and their components and all interior and exterior Unit and garage doors and their components including, but not limited to, the trim that seals the open space between doors or windows and the exterior of the building, and caulk and sealant at joints in the exterior or cladding and trim around doors, windows and utility penetration.

STRIKE EXISTING SECOND PARAGRAPH OF SECTION 4.3 AND SUBSTITUTE THE FOLLOWING:

Specific Exclusive Use Elements under this Declaration **when serving only one Unit**, are: landscaping within the court yards, backyards, and enclosed side yards of a Unit, balconies, back and side stoops and porches, side and back decks within an enclosed yard or not, side and back concrete patios within an enclosed yard or not, side and back steps, all railings around any such features, and exterior Unit lighting, mailboxes, TV antennas and satellite dishes wherever said equipment is located, sump pumps, heating, ventilating and air conditioning equipment and pads wherever said equipment is located, and alterations or additions to the Unit exterior within the Exclusive Use Elements.

STRIKE EXISTING FIRST PARAGRAPH OF SECTION 5.1 AND SUBSTITUTE THE FOLLOWING:

The Unit Owner shall be solely responsible for maintenance, repair and replacement of the Unit and Exclusive Use Elements identified as part of the Unit in Article 4 of this Declaration. The Unit Owner shall be responsible to repair or replace any portion of the Common Elements harmed when the Unit Owner maintains, repairs, or replaces any portion of the Unit or the Exclusive Use Elements. The Unit Owner shall be responsible to have sufficient property insurance to replace the Unit and its Exclusive Use Elements and their components and sufficient liability insurance to cover replacement of the Building and its Units if they are damaged or destroyed by the negligence or misconduct of the Unit Owner or his/her residents or guests. Unit Owners shall be responsible for timely reporting [in writing] of any defect of any Common Element to the Board or its designated manager.

STRIKE EXISTING SECOND PARAGRAPH OF SECTION 5.1 AND SUBSTITUTE THE FOLLOWING:

The community shall be responsible for maintenance, repair and replacement of the Common Elements described in Article 3. In addition, building termite prevention treatment or installations shall be a community responsibility as determined by the Board from time to time. Unit Owners shall cooperate and permit access to facilitate total treatment for the Building as well as the Common Elements, so that prevention warranties can be maintained for the Common Elements of the entire Building. The Board has the responsibility to protect the community as a whole. Therefore the Board shall have the right to enter and inspect any Unit that has a pest infestation that has spread to another Unit. The Board has the right to correct the situation and assess to the Owner of the Unit where the infestation started for the community's costs as the Board deems just.

ADD THE FOLLOWING AS A NEW FOURTH PARAGRAPH IN SECTION 5.1:

The community, when painting a building and to ensure uniformity of appearance, will paint front doors and garage doors as well as their frames and trim, and all window trim, provided any necessary repairs of Unit Owner items of responsibility prior to painting shall be at the Owner's cost .

STRIKE EXISTING SECTION 5.2 ENTIRELY AND SUBSTITUTE THE FOLLOWING:

The community shall be responsible through its Board for maintenance of all Common Areas and for repair and replacement of all facilities, features, and fixtures in such Common Areas. The Board shall have access to such Common Areas to make such repairs and replacements including access, if reasonably required to do such work, through the Unit and the Unit's Exclusive Use Elements. When the maintenance, repair or replacement of the Common Elements includes maintenance, repair or replacement of Unit/Exclusive Use Elements as well, the community will pay the costs associated with the Common Elements. Where access through a Unit is necessary to repair or replace Common Elements and such work by the community causes harm to the Unit Owner items, the community shall pay fair value to the Unit Owner for such harm. However, the community shall not be responsible to repair or replace Unit Owner items which were in bad repair prior to such access by the community. Any such intrusion through the Unit required for such repairs shall be on prior notice of at least seven (7) days, unless an emergency requires immediate access, in which case the Board shall in good faith give such notice as reasonably possible under the circumstances and shall repair any harm to the Unit as stated above.

STRIKE EXISTING SECOND PARAGRAPH OF SECTION 10.2 AND SUBSTITUTE THE FOLLOWING:

If unanticipated contingencies arise that require additional regular revenues before the next budget review, the Board by a 4/5<sup>th</sup> vote may serve notice to the Unit Owners of an increase in the monthly assessment level for all Units to meet a higher recurring cost. Unless a majority of all the Units in the community within thirty (30) days after receiving a written explanation stating the increase, the reason for it, and a ballot from the Board, vote to block it at a special Owners meeting, said increased assessment amount shall take effect sixty (60) days after the initial vote by the Board to increase the monthly assessment. If a majority of all Units vote to block the increase, then no such increase will take effect.

STRIKE EXISTING THIRD PARAGRAPH OF SECTION 10.2 AND SUBSTITUTE THE FOLLOWING:

Additionally, if a serious and immediate large-scale capital or other expenditure is required, needing a sizable single amount of money, the Board may by a 4/5<sup>th</sup> vote impose a single special assessment upon all Unit Owners, with each Unit responsible to pay its proportional share [reflecting the guidelines of Section 6.2] of the total special

assessment. Said special assessment shall give Unit Owners a minimum of ninety (90) days to pay. Unless a majority of Units in the community within thirty (30) days of the Board sending in writing to the Unit Owners what the special assessment will be, the reason for it, and a ballot, vote to block it at a special Owners meeting, said special assessment amount shall be payable by the Unit Owners ninety (90) days after the initial vote of the special assessment by the Board. If a majority of all the Units vote to block the increase, then no such special assessment will take effect.

**STRIKE EXISTING FIFTH PARAGRAPH OF SECTION 10.2 AND SUBSTITUTE THE FOLLOWING:**

The liens 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 Unit of a defaulting Owner, such sale to be conducted in the manner set forth in Chapter 443 of the Revised Statutes of Missouri (as now written or as hereafter amended). The Owner of each Unit, by acquisition of such Unit grants to the community a power of sale in connection with community's liens. By written resolution, the Board may appoint, from time to time, a trustee or attorney of the community to exercise the power of sale on behalf of the community. The community may bid for and purchase the Unit, as a Common expense, at any such foreclosure sale. Foreclosure priority regarding the status of liens and encumbrances shall be determined by the governing laws of Missouri. The defaulting Unit Owner shall bear as a continuing personal obligation all costs and attorney fees incurred by the Board in any foreclosure. The Board may set the attorney fees on a contingency fee basis. The Unit Owner shall remain personally liable for any unpaid balance remaining after foreclosure. The foreclosing mortgagee and/or any successor Owner shall be liable for all assessments that become due during its period of Unit ownership.

**WESTPORT CROSSING  
CONDOMINIUM ASSOCIATION**

**ANTI-DISCRIMINATION RESOLUTION**

The Board of Westport Crossing Condominium Association hereby adopts the following resolution as a statement of policy:


Westport Crossing Condominium Association ("WCCA") is a community with substantial diversity in its population of owners and residents along all lines of age, race, color, religion, gender, disability, sexual preference and ethnic origin.

WCCA has always worked diligently to prevent and avoid improper or discriminatory dealings in its operation of the community. However, the Board has decided to make an official statement of this long-standing policy as an official guide to this Board and future Boards and to employees, contractors, guests, owners and residents of WCCA.

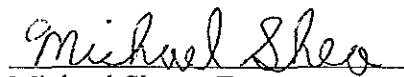
WCCA shall not practice unlawful discrimination at any time and shall avoid any such discriminatory mistreatment of any owner, resident, guest, employee or contractor because of age, race, color, religion, gender, disability, sexual preference or ethnic origin.

WCCA seeks to work diligently to try to maintain a spirit of decent mutual respect and civilized harmony as a community.


**Adopted by the Board of Managers this 17<sup>th</sup> day of September, 2007.**

  
Kevin Queen – President

  
Richard Gaines – Secretary

  
Michael Shea – Treasurer

  
Allan Bierman - Member

  
Adam Spector - Member

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 1: INTEREST ON OUTSTANDING DEBT**

Pursuant to Section 10.2 of the Indenture, the Board shall charge interest on outstanding debts to the Association on any delinquent assessment (this includes yearly assessments), late fee and fine that became past due after April 30, 2007. Accordingly:

1. Each Owner and resident who has an outstanding debt from a delinquent assessment, late fee and fine that became due after April 30, 2007 and is at least ten (10) days past due will be charged three-quarters of one percent (.75%) interest on the past due outstanding balance on the first of every month until the debt has been paid in full.
2. This rule does not apply to any debt that became due on or prior to April 30, 2007.

Revised by the Board of Managers this 11<sup>th</sup> day of December 2013:

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 2: EXTERIOR MODIFICATIONS**

An exterior modification refers to any change to Common Elements, the Unit's exterior and the Unit's Exclusive Use Elements including, but not limited to doors, windows, exterior stairs, garage doors, roofs, siding, chimneys, window wells, skylights, satellite dishes, light fixtures, courtyards, driveways, back yards, patios, decks, deck awnings, and fences. Changes include, but are not limited to, adding, removing, modifying, painting, or staining all or a portion of the above.

Satellite dish installation is an exterior modification that requires prior approval. The Association staff will assist in identifying preferred locations to mount the satellite dish. Owners are discouraged from installing satellite dishes on the roof. Prior to having a satellite dish installed on the roof of a unit, the owner will pay a \$350 charge to the Association to cover the cost to replace that section of the roof when the satellite dish is removed, whenever that may occur. Further, the owner will be responsible for the cost of all repairs to the roof for any damage caused during installation and damages caused by the satellite dish while it is on the roof.

Proposed changes to the interior of a Unit that could affect a building's appearance or structural integrity shall be treated the same as exterior modifications.

**Unit owners and residents must contact the General Manager before starting an exterior modification. Owners who fail to obtain WCCA approval before making an exterior modification could receive a special assessment and possibly have to remove the modification.**

The General Manager will give the unit owner or resident the Board of Managers (BOM) approved exterior modification specifications and procedures that must be followed.


If an unit owner or resident begins work prior to contacting the General Manager or does not follow the procedures and specifications provided by the General Manager, the project will be stopped and any contractor doing the work will be removed from the premises. The Board of Managers (BOM) may require any work, completed or not, that deviates from the approved plan or was not submitted for approval to be restored, at the owner's expense, to the condition that existed prior to the start of the project.

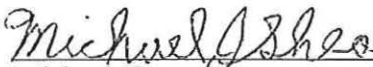
If a unit owner or resident fails to correct any problem associated with an exterior modification or any problem resulting from the owner's Exclusive Use Element, the BOM may take the corrective action. All costs associated with these corrective actions will be charged to the offending owner and will be treated as a special assessment.

All owners who purchase a unit that contain an exterior modification(s) are subject to all the provisions of this Rule including, but not limited to, correcting any problem associated with the exterior modification(s).

Revised by the Board of Managers this 14<sup>th</sup> day of July 2008:

  
\_\_\_\_\_  
Kevin Queen – President

  
\_\_\_\_\_  
Richard Gaines – Member

  
\_\_\_\_\_  
Michael Shea – Treasurer

  
\_\_\_\_\_  
Allan Bierman – Member

  
\_\_\_\_\_  
Adam Spector – Secretary

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION  
RULE 3: POOL RULES AND ST. LOUIS COUNTY ORDINANCES**

**The following Ordinances and Rules are for everyone's safety and to insure the continued safe operation of our facility for everyone's enjoyment. We expect your complete compliance with these Ordinances and Rules.**

Owners/tenants visiting the pool(s) must have an access card and PIN number provided by the WCCA office. **By acknowledging you have read this Rule and by entering the pool area, you automatically agree to abide by the Ordinances and Rules listed below.** If you do not have an access card and PIN number, you may request one in person. There is a \$25.00 deposit required and only one access card per unit will be issued. Replacement cost for a lost card is \$25.00. Owners who are not delinquent in their financial obligations and all other obligations to the Association or have not been barred per this rule will be allowed to use the pool(s). Unit owners are responsible for the actions of their tenants and guests.

If an owner or their guest and or tenant are found to be in violation of the St. Louis County Ordinances, the pool access card issued for that unit will be removed from the system suspending privileges for the remainder of the season.

If an owner or their guest and or tenant are found to be in violation of the WCCA pool rules, the pool access card issued for that unit will be removed from the system, suspending privileges for 30 days for the first offense and the remainder of the season for the second offense.

If an owner or their guest and or tenant climb the fence or gain access to the pool area by any means other than by using their own pool access card, the pool access card issued for that unit will be removed from the system suspending privileges for the remainder of the season and the unit owner will be assessed \$50. For each repeat violation of this paragraph, the unit owner will be assessed double the previous assessment. Please note that, an owner or tenant who gains access to the pool area while barred by this rule by being a "guest" of another owner or tenant is in violation of this paragraph.

Anyone who receives a letter stating a violation of the St. Louis County Ordinances or WCCA rules listed in Rule 3 may appeal the decision. The accused shall submit to the General Manager, in written form and within seven (7) days of receiving a violation letter, their reason(s) for the appeal and why the penalty should not be imposed. If no appeal letter is received within the seven (7) days, the pool access card will be removed from the system on the eighth day.

Owners/tenants are requested to call St. Louis County police immediately if there is a dangerous situation in the pool area.

Violations of the regulations shall be reported in writing and include the date, time and a description of the violation.

Pool hours:  
7:00 a.m. – 10:00 p.m. Sunday – Thursday  
And  
7:00 a.m. – Midnight Friday and Saturday

Owners/tenants and their guests visiting the pool(s) between 10:00 p.m. and midnight Friday and/or Saturday **MUST** keep their voices low and music **IS NOT** allowed.

- **SWIM AT YOUR OWN RISK – NO LIFEGUARD ON DUTY.**

**The first group is Ordinances set by St. Louis County and the second group is Rules set by the Board of Managers of WCCA.**

### **ST. LOUIS COUNTY ORDINANCES**

- No bather should be permitted to enter the swimming area(s) unless an attendant or other competent person is present. Solo bathing must be absolutely prohibited. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the pool area(s). St. Louis County Ordinance #13.10.1
- Children and non –swimmers shall not use the pool(s) unless accompanied by a responsible adult. St. Louis County Ordinance #13.11.1
- Lifesaving equipment shall not be tampered with or used for any purpose other than it's intended use or removed from its established location unless in an emergency. St. Louis County Ordinance #2.23.4.
- Food may not be consumed or served within eight feet (8') of the water's edge. Food and beverages served or consumed in designated areas shall be in unbreakable containers. St. Louis County Ordinance #13.14.A.
- Beverages other than water must not be consumed or served within eight feet (8') of the water's edge. St. Louis County Ordinance #13.14.A.
- Animals not specifically authorized by the Health Department shall not be within the pool(s) enclosure. St. Louis County Ordinance #13.13.4.
- Only clean swimwear shall be worn in the swimming pool, clean outer clothing may be worn over swimwear for religious reasons. St. Louis County Ordinance #13.10.5.
- Admission shall be refused to all persons having any contagious disease, infectious conditions such as colds, fever, ringworm, foot infections, skin lesions, diarrhea, vomiting, inflamed eyes, ear discharges, or any other condition which has the appearance of being infectious. Persons with excessive sunburn, abrasions that have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or other bandages of any kind shall also be refused admittance. Persons having any considerable area of exposed sub-epidermal tissue, open blisters, cuts, etc., should be warned that these are likely to become infected and advised not to enter the swimming pool(s). St. Louis County Ordinance #13.10.2.
- Expectoration – Spitting, spouting of water, blowing the nose, etc., in the bathing area(s) is strictly prohibited. St. Louis County Ordinance #13.10.3.
- **Smoking (inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe or other tobacco product)** is prohibited in the pool area and within fifteen (15) feet of the entrance and/or exit. St. Louis County Ordinance #605.040.

### **WCCA RULES**

- Owners/tenants and guests driving to the pool(s) must use the clubhouse parking lot for their vehicles except when the clubhouse is rented. No parking is allowed on Maple Glen Court for persons using the pool(s).
- Owner/tenant owned pool furniture, floating devices and toys cannot be stored in the clubhouse or pool area(s). The Association provides lounge chairs for use at the pool(s). Please return the chairs to the sides of the deck area after use. Association furniture must not be abused. If an owner/tenant or their guest breaks pool furniture, the cost of replacement will be assessed to the offending owner. Furniture is not allowed in the pool(s).
- No bicycles, roller skates or skateboards permitted.
- Each person must use his or her own access card when entering the pool(s). If you hold the gate open for anybody, you will be held responsible for their actions.

- Each household may have no more than four (4) guests. The resident must accompany guests at all times and will be held responsible for the actions of their guests. The General Manager, Building and Grounds Supervisor and/or the Board will consider exceptions to this rule on an individual basis.
- Lap pool priority: (1) Lap swimmers (2) Volleyball players (3) Flotation equipment. Please be courteous of others in the lap pool.
- “Kiddy” area – the roped off area of the large pool is for small children who cannot safely use pool areas(s) over 12 inches of water. Adults are allowed in this area, only when they are overseeing a small child.
- Only water sports equipment permitted – beach balls, volleyballs, etc.
- No hanging on dividing ropes.
- No hanging on the volleyball net or poles.
- No running, horseplay, throwing or tag games are allowed.
- Keep radios turned down so as not to disturb others.
- Put all trash in refuse containers provided.
- Umbrellas must be closed prior to leaving the tables.
- Upon entering or exiting the pool area, the gates must be closed and locked. Propping the gates open is strictly prohibited.
- Allowing anyone who is a barred person entrance to the pool area is prohibited. Ignorance of another person’s status is not an acceptable excuse.
- Swimmers must wear appropriate swimwear, therefore street shoes and clothes may not be worn in the water. The only exceptions should be for people who ask to wear a clean T-shirt over their swimwear for personal reasons.

Revised by the Board of Managers on this 8th day of August 8, 2016.

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 4: TENNIS COURTS**

The tennis courts are to be used exclusively for playing tennis. No other activities are allowed. If there are violations of the tennis court rules, and the resident does not comply, tennis court privileges will be taken away. You must obtain a code from the office to access the tennis courts.

Tennis Court Hours:  
Daily 8:00 a.m. – 9:30 p.m.

- ❖ No food or glass containers are allowed inside the fence.
- ❖ Guests are welcome, provided they are accompanied by a WCC resident.
- ❖ No animals are permitted inside the tennis court fence.
- ❖ No bicycles or skating of any kind is allowed in the tennis courts.
- ❖ No hanging on the nets, poles or fence.
- ❖ No loitering.
- ❖ Athletic shoes must be worn while in the tennis court.

Violators may have their Tennis Court access suspended for a specified period or revoked until further notice, in addition to any fines assessed per Rule #5.

Revised by the Board of Managers on this 9<sup>th</sup> day of May, 2012:

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 5: FINES, SPECIAL ASSESSMENTS AND APPEALS**

Residents shall submit a signed violation report to the office with the date, time, location, and description of the violation. Anonymous and verbal violation reports will not be acted upon.

Anyone who violates any WCCA Rules may be fined. Owners shall be held accountable for family members, tenants, and invitees who violate the Rules. Standard fines are as follows:

First violation – warning letter

Second violation - \$50

Each subsequent violation - \$50 more than the previous violation (e.g. \$100, \$150, \$200, etc. with no upper limit)

Other rules may specify specific fines and penalties instead of or in addition to these.

In addition, a violator who damages WCC property or increases WCCA costs shall pay for the repairs or reimburse WCCA for expenses incurred. The special assessment will state a due date at least thirty days to pay or appeal said assessment by the offending Owner or resident. The Board of Managers (BOM) may impose penalties for misdeeds not listed in the Rules such as, but not limited to, running a “STOP” sign, throwing rocks, etc.

The BOM will send a written notice stating any violation and the amount of any fine and/or any special assessment to the unit and to the last known address of the owner (if different) or by posting the written notice on the front door of the unit.

Anyone who receives a letter stating a violation of the WCCA Declaration or Rules may appeal the decision. The accused shall submit to the General Manager, in written form, their reason(s) for the appeal and why the penalty should not be imposed.

The BOM will review the original complaint, the General Managers findings and the appeal letter. The BOM may gather further information and may hold a hearing if any significant unresolved questions exist or if the accused asks for a meeting with BOM.

The BOM will decide, after considering a written appeal or after holding a hearing, whether the violation and any penalty will stand, be modified or be rescinded. The BOM shall inform the accused of the decision at the hearing or by sending a notice to the accused. The BOM decision is final and any fine or assessment shall be immediately due.

Revised by the Board of Managers this 9<sup>th</sup> day of April 2014.

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 6: PETS**

Unless expressed otherwise the words "animal" and "pet" in this policy are synonymous and shall refer to a dog, cat, or other household pet.

Pet owners must immediately pick up any animal feces deposited on the Common Elements or Exclusive Use Elements and dispose of it properly. THE STORM SEWERS AND THE ASSOCIATION TRASH CONTAINERS ARE NOT APPROPRIATE PET WASTE CONTAINERS.

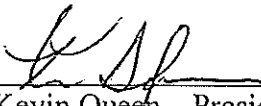
All animals must be walked on a leash and may not run at large. Animals are not allowed to be staked or left on the Common Elements. Pets are permitted on balconies and enclosed back yards. No one may put any type of pet structure in the Common Elements or Exclusive Use Elements.

NOTE: ST. LOUIS COUNTY ENFORCES A POOPER SCOOPER LAW.

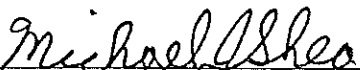
For most infractions, the fines process is as described in Rule 5. However, any animal creating an unreasonable disturbance or noise, acting in a vicious manner (biting other pets or people or threatening to bite people), or creating an objectionable odor shall be considered a nuisance. The General Manager will review complaints of these issues and will issue a report in writing to the Board of Managers (BOM) within five (5) days of receiving the complaint. If the Board of Managers determines the problem is serious enough, they will ignore the step by step actions and fines listed in Rule 5 and initiate whatever steps are warranted.

If the offending pet's owner is not a unit owner, the unit owner will receive a copy of the warning letters and fines as well. The unit owner can be held liable for the fines and sanctions if the pet owner fails to comply with WCCA Rules.

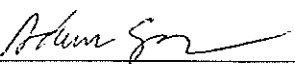
Adopted by the Board of Managers this 9<sup>th</sup> day of July, 2007:

  
\_\_\_\_\_  
Kevin Queen – President

  
\_\_\_\_\_  
Richard Gaines – Secretary

  
\_\_\_\_\_  
Michael Shea – Treasurer

  
\_\_\_\_\_  
Allan Bierman – Member

  
\_\_\_\_\_  
Adam Spector – Member

# WESTPORT CROSSING CONDOMINIUM ASSOCIATION

## RULE 7: PARKING OF VEHICLES

1. The purpose of this rule is to promote the safety of condominium residents by keeping the streets clear of parked vehicles and to maximize the opportunities of condominium residents to park their vehicles and to maintain the good appearance of the Common Elements and the value of units.
2. As used in this rule:
  - a. The word “vehicle” means any form of human or object of transportation that is powered by a motor or an engine or both. Examples: automobiles, trucks, motorcycles, motor scooters, vans, golf carts. Mechanized toys that are intended for the use of children under the age of six (6) are not considered to be “vehicles”.
  - b. The word “parked” means stopped with engine or motor not running in the Condominium.
  - c. The word “resident” means a unit owner or a lessee of a unit owner.
  - d. The word “guest” means a person who is in the Condominium at the invitation of a resident other than for a commercial purpose.
  - e. The word “parking space” means the spaces designated by white paint on the paved surfaces in the Condominium. There are no unpaved parking spaces.
  - f. The phrase “in the Condominium” means within the perimeter boundaries of the Condominium.
3. While the driveways are Common elements, they are for the exclusive use of each unit’s residents.
4. Residents or their guests may not park a vehicle larger than a pickup truck in the Condominium. No vehicle may be parked in the Condominium for the purpose of storage. Any vehicle that has been parked without removal from the Condominium for more than thirty (30) days will be considered as stored and will be in violation of this rule.
5. Residents, their guests, and commercial and service provider vehicles present at the invitation of a resident may park a vehicle in the Condominium. Utility service vehicles, contractors, police and emergency vehicles, vehicles of people who are visiting the Westport Crossing staff, Westport Crossing Condominium Association vehicles, and employee vehicles also may park in the Condominium.
6. No vehicle may be parked at any location other than boundaries of a parking space or in a driveway except temporarily in the case of urgent necessity or an emergency. Parking is prohibited in all other areas such as, but not limited to, island circles, the end of streets without an outlet, front yards, areas with “No Parking” signs, and on grass and dirt areas.
7. Only vehicles that have current licenses (except golf carts and 4x4s utility vehicles), and that are in proper operating condition may be parked in the Condominium. Any vehicle that constitutes a safety risk to humans or property, leaks gas or oil or other substance or that is derelict may not be parked in the Condominium.

8. No vehicle may be parked in a location where a sign prohibits parking.
9. During normal working hours, the parking spaces adjacent to the front entrance to the clubhouse are for the use of WCCA employees, WCCA vehicles, and for residents and others doing business with the WCCA staff.
10. Residents who rent the clubhouse also rent the parking lot adjoining the front entrance of the clubhouse. When the clubhouse has been rented, that parking lot will be roped off. When the parking lot is roped off and during the renter's party, only the renter and guests may park there.
11. Anyone who violates this rule may be fined. Unit Owners will be held responsible for family members, tenants, and other invitees of the Owners and their tenants. Except as stated in paragraphs 12 and 13 below, fines are as follows:
  - a. Initial occurrence – warning letter stating that the violation must be resolved immediately and that the Owner will be fined \$50 per day until the violation is corrected.
  - b. Further occurrences – fined \$50 and the fines will continue at a rate of \$50 per day until the violation is corrected.
12. A vehicle may be towed if there is a violation. The Unit Owner will be charged for the towing and any other costs, including but not limited to, storage costs and WCCA costs.
13. Any vehicle that hampers snow removal will be fined \$100 per day (no warning) until the violation is corrected. The vehicle may be towed per paragraph 12 above.

Revised by the Board of Managers on August 13, 2014.

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 8: SIGNS**

A security firm's sign stating a unit is being monitored may be placed in the courtyard or in front of the brick wall next to the garage.

A seller may place a "For Sale" sign outside after permission from the General Manager is obtained. The sign can not be hung or displayed outside of windows, on the building, or on fences. Sellers must abide by the following conditions:

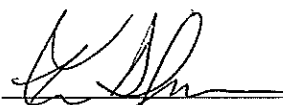
One "For Sale" sign of standard size (two feet by three feet or less) shall be mounted on a stake for outside display. The sign shall be posted Friday evenings through Sunday evenings only and may be placed in front of the unit. There are no restrictions on inside signs.

"Open House" signs may be displayed on Tuesdays from 10:00 a.m. to 2:00 p.m. and Saturdays and Sundays from 11:00 a.m. to 6:00 p.m. Only one sign may be displayed per unit, plus no more than two (2) directional signs.

Once a contract for the sale of the unit has been obtained, a "Sold" sign may be added for a period of less than one week and the entire sign must be removed thereafter.

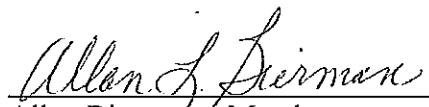
WCCA reserves the right to remove and dispose of signs that do not conform to this rule, in addition to warnings and fines per Rule #5.

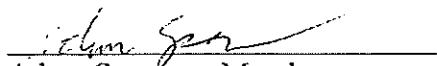
Revised by the Board of Managers this 8<sup>th</sup> day of October, 2007:

  
\_\_\_\_\_  
Kevin Queen – President

  
\_\_\_\_\_  
Richard Gaines – Secretary

  
\_\_\_\_\_  
Michael Shea – Treasurer

  
\_\_\_\_\_  
Allan Bierman – Member

  
\_\_\_\_\_  
Adam Spector – Member

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION  
RULE 9: SALES AND LEASES**

Unit owners shall notify the General Manager when they plan to sell or lease their unit. The General Manager will give the owner a resale packet (cost \$15.00). New owners and residents shall contact the General Manager to obtain important information concerning WCCA. The seller should give the coupon payment booklet to the buyer at closing.

**Any owner who leases or rents his unit must have a written lease which shall expressly state that the tenant will abide by the provisions of the WCCA Indenture and Rules. A copy of this signed lease must be submitted to the WCCA General Manager prior to the tenant's occupancy of the unit. Failure to do so will be fined per Rule #5 with each following week delay in providing the signed copy assessed as a subsequent violation per Rule #5.**

No person or corporation shall use a unit for temporary housing for employees, trainees, customers or others for less than twelve months at a time. Tenants, their families, and their invitees are subject to WCCA regulations and the unit owner as well as the tenant shall be held responsible for any and all infractions. Tenants of leased units are entitled to use the recreational facilities. The unit owner is responsible for monthly and special condominium assessments, late fees, fines and any other charges against the unit.

St. Louis County requires a re-occupancy permit for all new owners and renters of units. The owner or seller must contact St. Louis County personnel to obtain the required forms and procedures dealing with the re-occupancy permit process.

Adopted by the Board of Managers this 9<sup>th</sup> day of July, 2007:

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 10: Clubhouse Rental**

Owners may rent the WCCA clubhouse by calling the office at 314-567-4316. The June, July, August and December rental fee is \$75. The rental fee for the other months is \$50. The rental fee is due at the time of reservation. Should the rental be cancelled, the rental charge will be forfeited.

A cleaning/damage deposit of \$150 is required. This amount will be refunded if the clubhouse is left clean and the manager agrees that the clubhouse area will not need additional cleaning and/or damage or loss occurring as result of the rental.

**Proof of \$300,000 in Personal Liability coverage and Special Event coverage of at least \$1,000,000, both naming Westport Crossing Condominium Association as an additional insured, must be submitted to the office by your Agent or Broker at the time of signing the Clubhouse Rental Agreement.**

Adopted by the Board of Managers this 13<sup>th</sup> day of August, 2014:

**WESTPORT CROSSING CONDOMINIUM ASSOCIATION**  
**RULE 11: Firewood**

Firewood must be stacked on a platform or rack made of a material that will not encourage termites or other pests and will create air space completely around the firewood. The air space must be no less than four (4) inches between the firewood and the ground and any fencing and no less than one (1) foot away from the building. No firewood may be stored in the garage, front porch or courtyard. Violators will receive a warning letter and will have two (2) weeks to correct the problem before being fined. Every two weeks thereafter will serve as a subsequent violation. The BOM will assess the resident per Rule #5 if the WCCA staff has to move or remove the improperly stacked firewood.

Revised by the Board of Managers this 10<sup>th</sup> day of October, 2016:

# WESTPORT CROSSING CONDOMINIUM ASSOCIATION

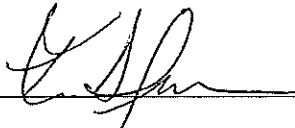
## RULE 12: BOARD ELECTIONS

The process for conducting elections is outlined as below:

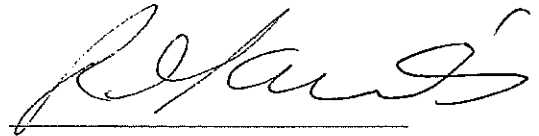
1. The Board will approve a letter for the solicitation of nominations. As a minimum the letter will announce the relevant dates for the process and the number of seats and terms that are up for election and the names of the Board members whose terms are expiring. It will describe the election process and how to submit a nomination.
2. The Board will also approve the letter of instruction for completion of the ballot to be included in the ballot package.
3. A copy of the solicitation of nominations will be sent to all owners.
4. At the deadline for nominations:
  - a. If there are exactly enough nominees to fill the openings then no ballots will be created or tallied and all nominees will be considered elected as of the election date.
  - b. If there are insufficient nominees to fill the openings, then the nominating process will be reopened for a designated period of time for the remaining opening(s).
  - c. If there are more nominees than openings, then the election process will continue as outlined below.
5. Nominees are requested to submit a resume for publication with the ballot by the stated deadline. If none is received, the nominee's resume will be listed as "none".
6. The ballot package will be distributed to all owners with the Board approved instructions for completing the ballot, the relevant dates and the nominee's resumes.
7. Ballots must be sealed in a signed envelope when submitted (the ballots themselves are not signed). The General Manager or designated representative staff member will ensure the ballot envelope is signed, sealed and from an eligible voter with only one vote per unit. The ballots in their sealed envelopes will be kept in a locked container under the control of the General Manager. No owner will be given access to the container.
8. On the date and time set for the election meeting and final submission of all ballots, The General Manager (or a designated non-candidate designee if the General manger cannot be present) will recover the sealed ballots. The Secretary (if not a candidate themselves) or another designated Board member who is not a candidate, and a owner volunteer solicited for this purpose will open the sealed ballots and ensure that each ballot:
  - a. Has no more candidates indicated than there are open positions. If there are fewer candidates indicated than there are open positions, then only those candidate(s) indicated will receive a vote from that ballot with the extra positions not voted for that ballot.
  - b. Is clearly marked and properly filled in.

9. Ballots which do not pass the screening in step 8 will be considered as invalid and not counted in any way. Ballots with less votes than the number of open positions will be counted for the marked votes only, and any unused votes are forfeit.
10. The Secretary (or non-candidate Board member designee as described above) will separate the signatures from the rest of the ballot. The Secretary or designee will pick three volunteer non-candidate owners to help count the ballots.
11. The Secretary or designee, the General Manager or designee, and the volunteer owners will retire to another room to tabulate the ballot.
  - a. The Secretary or designee will read off the names voted for on the ballot.
  - b. The General Manager or designee will confirm the names voted for on the ballot.
  - c. The three owners will tally the vote.
12. Candidates with the highest number of votes tallied after all votes are tallied are elected up to the number of available positions on the Board up for that election. In the event of a draw, the tied candidates will draw lots to determine who is elected.
13. Once the outcome of the election has been determined, the Secretary or designee will report the election results by stating the names of the candidates that were elected, along with the actual vote counts. If positions of different term lengths were open, the candidates with the most votes will get the longest open terms. Draws (or in the case of paragraph 4a) will be decided by drawing lots as described in step 12.

Adopted by the Board of Managers this 8<sup>th</sup> day of October, 2007.



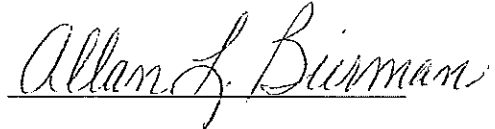
Kevin Queen - President




Richard Gaines – Secretary



Michael Shea – Treasurer



Allan Bierman – Member



Adam Spector - Member

## WESTPORT CROSSING CONDOMINIUM ASSOCIATION

### RULE 13: Standards for Maintenance of Unit Exteriors

The following are requirements for maintaining unit exteriors:

1. Remove all trash, weeds, and leaves in courtyards and backyards.
2. Ensure all plant materials, shrubs and trees do not extend over sidewalks in such a manner as to obstruct access to the unit.
3. Ensure all plant materials, trees and shrubs are trimmed away from the building, in order to allow easy access to the unit(s), prevent damage to the building and limit access for critters.
4. Federal law requires mail carriers have easy access to mail boxes. Therefore trim all plant materials, shrubs and trees away from mail boxes to permit the mail carriers easy access.
5. Remove dying/dead trees in the courtyard and backyard.
6. Bare dirt is not an acceptable level of landscaping in courtyards.
7. Shrubs and trees can cause damage to facilities and create hazards for safe driving, movement, and maintenance. Therefore **PRIOR** to planting shrubs and trees in the courtyard and backyard, residents must obtain an approved Exterior Modification Request (Rule 2) from the General Manager/Board.
8. Keep front porches free of clutter to ensure easy access to the front entrances of units.
9. Prior to planting in common ground in the front of the unit, between the driveways, and any other common ground areas, residents must get written consent by Owners immediately sharing said space as well as obtaining an Exterior Modification Request (Rule 2) approved by the General Manager/Board.
10. No new planting of ivy. All existing ivy must be removed from fences and siding.
11. **Do not store animal feces outside, in any manner. Animal feces must be picked up immediately, not once a day or once a week. Using the Association dumpster to dispose of feces is strictly prohibited.**
12. Residents, their guests and their contractors are strictly prohibited from throwing anything, including animal feces, into the Association dumpster.
13. Place all trash and recycle containers at the end of the driveway the day before the pickup after sundown and return them to the garage by the end of the pickup day. Trash and recycle containers shall not be stored in the courtyard or driveway.

Anyone who violates this rule will be subject to the provisions of Rule 5.

Revised by the Board of Managers the 8<sup>th</sup> day May, 2017.

## WESTPORT CROSSING CONDOMINIUM ASSOCIATION

### Rule 14: Condominium Newsletter

1. The Board has directed the General Manager to publish and edit a newsletter either monthly or from time to time for the benefit of the unit owners of the Condominium. Unit owners are encouraged to submit written material relative to life in the Condominium to the General Manager for possible publication in the newsletter. General Manager have sole and absolute discretion as to the content of the newsletter and to determine whether and if so when submitted materials will be published, and to edit them for length.
2. Commercial advertisements may be published in the newsletter if the General Manager determines in his or her sole and absolute discretion that there is space-available and that a proposed advertisement is appropriate for publication in the newsletter. The General Manager establishes a uniform reasonable schedule of charges for commercial advertisements. Persons or entities that wish to publish commercial advertisements must submit the proposed advertisement in writing or print-ready photography to the General Manager, must contract in writing for its future publication with the General Manager on behalf of the Condominium, and must pay the full charge therefore to the General Manager in advance of publication. A commercial advertisement is any material that is published for the purpose of producing revenue for an ongoing business enterprise. For example a real estate advertisement submitted by a real estate agent is a commercial advertisement. A real estate advertisement submitted by a resident unit owner is not. An advertisement for a garage sale by a resident unit owner is not a commercial advertisement.
3. In general no material that is submitted later than the 20<sup>th</sup> day of a month will be published in the newsletter for that month.
4. Revenues from the publication of advertisements are used entirely to offset the cost of publication of the newsletter and not for profit.

Approved by the Board of Managers this 11<sup>th</sup> day of April, 2012.

## **Rule #15 - GARAGE DOOR REPAIR/REPLACEMENT REQUIREMENTS**

The specific conditions that require unit owners to repair or replace their garage door include the following that are visible from the street:

- A door has a panel that is split or broken.
- A garage door is rotted and/or rusted. Manifestation of this may be:
  - ✓ Paint will no longer adhere to the door's exterior surface and door surface is crumbling.
  - ✓ The door surface has begun to blister.
- One or more panels of a garage door are buckling inward or outward.
- A garage door has a crease twelve inches or more or a number of creases which affect the overall aesthetics of the door.
- A garage door has one or more large dents (four inches or more in diameter) or a number of dents which affects the overall aesthetics of the door.

The unit owner has 60 days to complete a repair or replacement of their garage door upon receiving notification by the office. If a repair is not acceptable, the unit owner may be given a time frame in which to rectify the repair (i.e. two weeks, one month, etc. as determined by the General Manager). If the repair or replacement is not made in an acceptable manner, the unit owner will be fined \$50 and informed that he/she has 30 days to repair or replace the garage door in an acceptable manor. This process will continue until the Unit Owner repairs or replaces the damaged garage door with each fine increasing by \$50 over the previous fine.

*If you disagree with the condition of your door, you may request a hearing before the Board. You may do so by notifying the office seven (7) days prior to the next monthly meeting.*

Approved by the Board of Managers this 10<sup>th</sup> day of April 2013.

## WESTPORT CROSSING CONDOMINIUM ASSOCIATION

### **RULE 16: Storage and Use of Semi-Permanent Sporting Equipment**

The following are requirements for the storage and use of semi-permanent sporting equipment (i.e. basketball hoop, soccer net):

1. Semi-permanent sporting equipment must be stored in the garage or backyard when not being used and between the hours of 8 PM each evening to 9 AM each morning. Driveways, sidewalks, streets, front yards, courtyards, front porches, and common grounds are not acceptable places to store these items.
2. The equipment may be used from 9 AM until dark or 8 PM whichever is earlier.
3. The equipment may be anchored with bags of sand or equivalent material. Rocks, stones or anything containing metal are not accepted items to anchor the equipment.
4. The equipment may be used in the driveway or in an open space no closer than ten feet from a building or a vehicle.
5. Individuals using this equipment must permit people driving unfettered access to the streets and parking places.

Violations of any portion of this rule will be dealt with in the following manner:

First violation – warning letter

Second violation - \$50 fine

Third violation – the owner will be required to remove the semi-permanent sporting equipment from the Westport Crossing Condominium premises

If the semi-permanent sporting equipment is not removed from the condominium premises within seven (7) days, the owner will be fined \$50 per day until the equipment is removed.

Approved by the Board of Managers the 9<sup>th</sup> day of July 2014.

## **RULE 17: SPECIAL PARKING RULE**

Rule 17 will be in effect when WCCA paves and seals the streets. This Rule will replace the Rule 7 as follows: Rule 17 applies for the day before, the duration of, and the day after the complex is paved or sealed. The normal parking rule, Rule 7, applies at all other times during the year. Signs will be posted at both entrances stating when the Rule 17 applies. This Rule is the only warning residents will receive.

The areas within the complex that will be paved or sealed will be marked. No vehicle will be permitted on the streets or driveways of those areas. Any resident who drives within the work area will be fined \$50. Anyone who parks a vehicle within the designated work area will be fined \$50 and the vehicle will be towed at the resident's expense. Anyone who drives on the on the newly paved or sealed area before the barriers are taken down will be fined \$50 and be assessed for any damage to the streets and driveways. This assessment could cost \$1,000s. The newly installed materials used can damage a vehicle if driven on prior to the barriers removal. The Association is not liable for damage to any vehicle.

While the paving and sealing work is being done, parking is permitted on the side of roads as long as the parked vehicle does not interfere with the ability of others to drive on the roads and access driveways.

Please consider:

- 1 – Residents who live within an area that will be paved or sealed will receive a written message telling them the work schedule. In addition, the staff will go door to door on the day the work starts to ensure that all vehicles are moved to an acceptable location.
- 2 – Residents should make sure that their vehicle does not block someone else particularly when parking close to a barrier.
- 3 – Do not walk on newly installed asphalt or sealant to prevent transfer to shoes. You may damage the flooring in your unit.

Approved by the Board of Managers this 11<sup>th</sup> day of March 2015.

## WESTPORT CROSSING CONDOMINIUM ASSOCIATION

### RULE 18: Water

Water, when used properly, benefits us all. When used improperly, particularly when over used, it hurts everyone. Water usage adds to the Association's costs. Water usage also determines how much the Association pays for sewer (MSD) usage. Combined, the Association's water and MSD bills are the second highest operating cost or about 20% of the annual operating budget.

Residents should use water wisely. Watering grass in the summer is appropriate. Over watering does not help. Residents can control water usage within the unit by checking for faulty plumbing.

The Association has the responsibility to monitor water usage. The staff checks each building's quarterly water bill for above average usage. The staff will notify residents in any building with high usage rates of a potential water problem within the building. We may have to enter each unit to locate a problem. Per the Westport Crossing Condominium Declaration Section 5.3(b), residents will be given a fourteen (14) day written notice requiring entry into a building's units. Any problem found to increase water usage within a unit's plumbing system is the responsibility of the unit Owner to repair.

Failure to permit the Association's representatives into a unit on the date stated on the written notice will result in a fine of \$100 plus all contractor costs to permit the work to be completed. These contractor costs could exceed \$500. If an Owner fails to make repairs within one week of being informed of a problem within the unit, the Owner will be fined \$50 each week until the repairs are done. In addition the unit Owner will be assessed the cost to the Association for water and MSD bills that exceed 125% of the average cost for all Association units during the time the repairs are not done.

Water may not be used for any type of business activity. Section 8.1(a) of the Declaration clearly limits business activities within the complex to computer, telephone and mail connections. Failure to comply with this provision will result in a fine of \$50 for the first offense, and will increase in increments of \$50 per offense. (Example: the second offense will be a fine of \$100, the third \$150.) If the building's costs exceed 125% of the average cost for all Association Units, the offending Owner will be charged the extra amount as well as all fines.

Approved by the Board of Managers this 8<sup>th</sup> day of July, 2015.

## **RULE 19: Unit Owner Insurance**

Recent events required the Westport Crossing Condominium Association (WCCA) Board of Managers to review some individual Unit Owner Insurance Policies. Unfortunately the Board found that these policies did not protect the Association from potential financial loss.

The WCCA Declaration in Article 5, "Maintenance Responsibility", Section 5.1, "Guidance on Community Versus Unit Owner Maintenance Duty", in paragraph 1 states "The Unit Owner shall be responsible to have sufficient property insurance to replace the Unit and its Exclusive Use Elements and their components and sufficient liability insurance to recover the replacement of the Building and its Units if they are damaged or destroyed by the negligence or misconduct of the Unit/Owner or his/her residents or guests." The Board of Managers also requires that all Owners' insurance policies include loss assessment and earthquake coverage.

The WCCA Board of Managers has the fiduciary responsibility to ensure that the Association and its property are adequately protected. Accordingly the Board requires all Unit Owners to provide a Certificate of Insurance naming WCCA as an Additional Interest to the WCCA office between 8 a.m. November 1<sup>st</sup> and 8 a.m. December 31<sup>st</sup> of each year. The Certificate of Insurance will be reviewed to ensure that it is the appropriate policy (Owner or Landlord), and includes property and liability coverage as stated in Article 5, Section 5.1 of the WCCA Declaration. We will also verify that the Certificate of Insurance includes loss assessment and earthquake damage.

Owners who change insurance carriers or modify their policy between January 1<sup>st</sup> and October 31<sup>st</sup> of the following year must submit a copy of the Certificate of Insurance naming WCCA as an Additional Interest to the WCCA office within 30 days of receiving the policy.

Policies that are not appropriate (see below about Owner versus Landlord) or do not contain property, liability, loss assessment and earthquake coverage, the Unit Owners will be informed and will have 10 working days to modify their insurance policy to meet these requirements.

Unit Owners who fail to submit the Certificate of Insurance to the WCCA office within the timeframes stated in this Rule or who fail to have the required coverage per this Rule, the Owners will be assessed \$10 each day until the Owners comply.

Each Unit Owner should check with his/her insurance carrier to ensure he/she has proper coverage per Article 5, Section 5.1 of the WCCA Declaration. Owner occupied Units may have a different type of policy than Units not occupied by the Owner. Units not occupied by the Owner include rental Units, Units where one or more family members reside but not the Owners, and Units that are unoccupied for an extended period of time.

Revised by the Board of Managers this 14<sup>th</sup> day of October 2015

## **WESTPORT CROSSING CONDOMINIUM ASSOCIATION**

### **Rule 20: Fences**

Pursuant to Section 3.1 (f) "Description of Common Elements" of the WCCA Declaration, the Association is responsible to maintain, repair and replace the features, which are Common Elements. All fencing except any fencing or railing within an Exclusive Use area are Common Elements.

The purpose of this rule is to define the actions, which are prohibited in regards to the fencing.

Unit Owners and their tenants are prohibited from the following:

1. Place anything including trees and/or plant material within 18 inches of the fence.
2. Paint, stain, seal, power wash or render the fence.
3. Attach anything whatever to the fence.
4. Pile or lean anything whatever against the fence.
5. Grow ivy or other climbing plants up to the fence.
6. All fences must have an access point (i.e. an open fence line or gate).
7. Modify the gate latch except to add a locking mechanism on the inside of the gate.

Any Unit Owner who violates items 1-7 above will have 30 days to correct the violation. If the violation still exists after 30 days, the Board will fine the Owner \$10 a day until the violation is removed/repaired. If the violation is not resolved after 60 days, the Board will instruct the staff to address the violation and the Owner will be assessed for the cost to correct the violation, and the fine incurred for each day the violation is left unresolved.

Owners who wish to modify the fence (e.g., add a gate) must submit an Exterior Modification Request to the office prior to having the work done.

To ensure consistency throughout the complex, Unit Owners must contract with Fence and Deck Depot to modify the fence. Unit Owners are responsible for all costs to modify the fence. After a modification is complete, WCCA will take responsibility for the modification.

Approved by the Board of Managers this 13<sup>th</sup> day of June, 2016.

## WESTPORT CROSSING CONDOMINIUM ASSOCIATION

### RULE #21: Fireworks

By St. Louis County Ordinance, Westport Crossing Condominium Association strictly forbids the use or storage of fireworks on the premises. ***This includes, but is not limited to***, sparklers, roman candles, bottle rockets, smoke bombs, firecrackers, or any similar devices.

It is against the law for any person, firm or corporation to sell, possess, offer for sale, expose for sale, give, use, discharge or explode fireworks within St. Louis County. SLCRO 810.020 "Sale, Possession, and Use Prohibited"

Anyone who violates this rule will be fined. Unit owners will be held responsible for family members, tenants, guests and other invitees of the owners and their tenants.

First violation – \$50 fine.

For each repeat violation, the previous fine will be doubled.

To report violations, please call the St. Louis County Police at 314-889-2341 and submit a written complaint to the office.

Approved by the Board of Managers this 12<sup>th</sup> day of June 2017.



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

**N00068252**  
**Date Filed: 7/31/2017**  
**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 # N00068252

1. The name of the business entity is WESTPORT CROSSING CONDOMINIUM ASSOCIATION

2. The address, including street and number, of its present registered office (before change) is  
8000 Maryland Ave Suite 900 Clayton MO 63105  
*Address* *City/State/Zip*

3. The address, including street and number, of its registered office is hereby changed to:  
600 Washington Avenue  
15th Floor St. Louis MO 63101  
*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: Richard J. Magee

5. The name of the **new** registered agent is: SANDBERG, PHOENIX & VON GONTARD, P.C.

Authorized signature of **new** registered agent **must** appear below:  
SANDBERG, PHOENIX & VON GONTARD, P.C.  
*(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)

Todd James Billy TODD JAMES BILLY  
*Authorized signature of officer, member, manager or, if applicable, chairman of the board* *Printed Name*

Other 07/31/2017  
*Title* *Date*

Name and address to return filed document:

Name: Todd J. Billy, P.C.

Address: Email: todd@thecalawyers.com

City, State, and Zip Code: \_\_\_\_\_



*The*  
**Community**  
*Association Lawyers*

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Todd J. Billy  
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Licensed in Missouri and Illinois

July 31, 2017

Mr. John R. Ashcroft  
Secretary of State  
Corporations Division  
P.O. Box 778  
Jefferson City, MO 65102

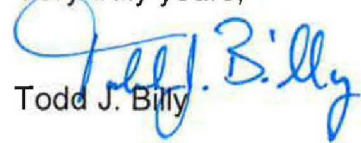
**Re: Westport Crossing Condominium Association  
Written Consent to Serve as Registered Agent**

Dear Sir/Madam:

Please be advised that Sandberg Phoenix & von Gontard, P.C. hereby consents to serve as the new registered agent for Westport Crossing Condominium Association, charter number N00068252.

Please contact me should you have any questions, and your attention to this matter is appreciated.

Very truly yours,

  
Todd J. Billy

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