
(Space above reserved for Record of Deeds certification)

1. *Title of Document:* Action on Written Consent (adopting Amendments to the Declaration and Bylaws to confer additional authority on the Board to set assessments) and Certification
 2. *Date of Document:* May 8, 2015
 3. *Grantor(s):* Four Seasons Chesterfield Condominium Owners Association
 4. *Grantee(s):* Four Seasons Chesterfield Condominium Owners Association
 5. *Statutory Mailing Address:* 606 Thunderbird Court, Unit G
Chesterfield, MO 63017
 6. *Legal Description:* See Exhibit A attached hereto
 7. *Reference Book and Page(s):* Book 17318 Page 2680
Book 21133 Page 0494
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Book: 21563 Page: 0203

CERTIFICATION

We hereby certify that the attached Action on Written Consent (which consists of four pages and contains amendments to Section 5.04, Section 7.03, Section 7.04, and Section 7.05 of the Declaration and Section 9.3 of the Bylaws) bears the true and authentic signatures of at least 11 Members of the Four Seasons Chesterfield Condominium Owners Association, which constitutes 2/3 of Unit Owners, and therefore has been APPROVED, RATIFIED, and ADOPTED.

Signature: *Brigid Dolan*
Print Name: Brigid Dolan
Unit #: 606-G
Position: President
Date: May 8, 2015

Signature: *Eric Guateman*
Print Name: Eric Guateman
Unit #: 606-C
Position: Secretary
Date: May 8, 2015

STATE OF MISSOURI
COUNTY OF St. Louis

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid County and State, the within named person(s), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that the foregoing instrument was executed for the purposes contained therein.

Witness my hand and seal, on this the ^{8th} ~~8th~~ day of May, 2015

[Signature]
Notary Public
My Commission Expires: 7/26/2015



W. SCOTT ROSE
My Commission Expires
July 26, 2015
SL Louis County
Commission #11218761

ACTION ON WRITTEN CONSENT

of the

FOUR SEASONS CHESTERFIELD CONDOMINIUM OWNERS ASSOCIATION

We, the undersigned, being the Members of the Four Seasons Chesterfield Condominium Owners Association (hereinafter "the Association"), hereby execute this Action on Written Consent pursuant to Section 5.01 and Article VI of the Declaration, Section 4.9 of the Bylaws, as amended, and the Uniform Condominium Act of the State of Missouri, RSMo. § 448.1-101 *et seq.* We hereby authorize and consent to the consideration of the matters set forth below without a Membership Meeting and without notice thereof. We further agree that the business transacted below shall be valid, legal, and of the same force and effect as if the business had been transacted at a Membership Meeting held after notice pursuant to applicable law.

WHEREAS, the Association is currently more than \$4,000 in debt to various vendors;

WHEREAS, in FY2014, the Association had \$37,978 in expenses and only \$29,100 in revenue, and therefore ran a deficit of \$8,878;

WHEREAS, the Association is projected to run a deficit in FY2015 of approximately \$10,000;

WHEREAS, the Association pays many expenses for which Members would otherwise have to set up individual accounts with local utilities companies, including water, trash collection, and sewer;

WHEREAS, the Association also pays various common expenses, including insurance, maintenance and repair, electricity and gas for the common areas, snow and ice removal, building cleaning, and landscaping;

WHEREAS, in order to balance the budget, either Association fees must be increased substantially, expenses cut substantially, or both;

WHEREAS, the Declaration and Bylaws prohibit any increase in Association fees of more than 10% per year unless at least 2/3 of the Members agree, and 10% increases are insufficient to balance the budget without substantial cuts to services;

WHEREAS, the Association has never set up an emergency working capital fund (pursuant to Section 7.02(b) of the Declaration) or a reserve fund (pursuant to Section 7.02(c) of the Declaration) and therefore has no cash available to meet unforeseen or irregular expenses or to pay for maintenance, repair, or replacement of capital improvements;

WHEREAS, the Board should have the authority to set Assessments, subject to rejection by the Owners pursuant to Article VI(b) and Section 7.03 of the Declaration, and subject to the other restrictions in the Declaration and Bylaws, including the restrictions on the purposes of assessments in Section 7.02 of the Declaration.

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Four Seasons Chesterfield Condominium Owners Association
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NOW THEREFORE, we hereby authorize, approve, vote in favor of, and adopt the following resolutions to amend the Declaration pursuant to Section 15.14 of the Declaration:

RESOLVED: The Declaration is hereby amended by adding Subsection (s) to Section 5.04 as follows:

(s) *To determine the Assessments against each Unit, including any Assessments for the reserve fund or the emergency working capital fund and any Special Assessments, consistent with the Bylaws, the Declaration, and the Act.*

FURTHER RESOLVED: The Declaration is hereby amended by striking "ten (10)" and inserting in lieu thereof "fourteen (14)" and striking "the holders of a majority of the outstanding votes in the Association" and inserting in lieu thereof "at least two-thirds of the Members vote to" in Section 7.03, such that the restated Section 7.03 reads as follows:

Section 7.03. Determination of Assessments. *Each year the Board shall prepare a proposed budget for consideration by the Owners at a meeting held not less than fourteen (14) nor more than thirty (30) days after the mailing or delivery by the Board to each Owner of notice of the meeting and a summary of the proposed budget. The budget and any summary shall specify the total amount of each proposed assessment, including any assessments for the reserve fund or the emergency working capital fund and any Special Assessments as provided in Section 7.05 hereof. Unless at that meeting at least two-thirds of the Members vote to reject the budget, the budget is ratified, whether or not a Quorum is present. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board in the same manner as set forth above. Each budget shall reflect the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. The omission or failure of the Board or the Owners to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay any future assessment for such month.*

FURTHER RESOLVED: The Declaration is hereby amended by striking Section 7.04 and replacing it with the following restated Section 7.04:

Section 7.04. Allocation and Changes in Assessments. *The Regular Assessments for each Unit shall be proportionate to the Common Element Interest for each Unit. The Board may increase or decrease the amount of any Regular Assessment or any other assessment at any time or times and to any amount the Board deems appropriate and consistent with sound business practices, consistent with the Bylaws, the Declaration, and the Act, and subject to rejection by the Owners pursuant to Article VI(b) and Section 7.03 of the Declaration.*

FURTHER RESOLVED: The Declaration is hereby amended by striking Section 7.05 and replacing it with the following restated Section 7.05:

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Section 7.05. Special Assessments. In addition to the assessments authorized in Sections 7.1 and 7.2 hereof and consistent with the Bylaws, the Declaration, and the Act, the Board or the Members may levy at any time a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of improvements upon the Common Elements, including the necessary fixtures and personal property related thereto, or to adequately perform the duties and responsibilities of the Association and pay all expenses thereof.

FURTHER RESOLVED: The above resolutions shall not be operative and shall have no force or effect unless approved by 2/3 of Unit Owners, pursuant to Section 15.14 of the Declaration, on or before August 31, 2015.

As the above resolutions have been duly made and have received the votes of 2/3 of Unit Owners, pursuant to Section 15.14 of the Declaration, they are hereby adopted.

We hereby authorize, approve, vote in favor of, and adopt the following resolution to amend the Bylaws on behalf of the Company:

RESOLVED: The Bylaws are hereby amended by striking "or increase in the annual Assessment by the Board in any one year of over 10% above the previous years [sic] Assessment plus the amount of any increased real estate tax Assessment" in the last paragraph of Section 9.3.

FURTHER RESOLVED: The above resolution shall not be operative and shall have no force or effect unless approved by a majority of Unit Owners, pursuant to Article XII, on or before August 31, 2015.

As the above resolution has been duly made and has received the votes of a majority of Unit Owners, pursuant to Article XII of the Bylaws, it is hereby adopted.

Signature: [Signature]
Print Name: Estelle Sousa
Unit No.: H
Date: 04/14/2015

Signature: [Signature]
Print Name: ERIC GONTOMANN
Unit No.: 606, Unit C
Date: 04/14/15

Signature: [Signature]
Print Name: Brian Dalton
Unit No.: 606, G
Date: 4/17/2015

Signature: [Signature]
Print Name: Siann-Shiun Huang
Unit No.: 606 Unit F
Date: 04/20/2015

Signature: [Signature]
Print Name: Nad Gray
Unit No.: 605 F
Date: 4-14-15

Signature: [Signature]
Print Name: Jim Wu
Unit No.: 605 Unit D
Date: 4/21/15

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Signature: [Signature]
Print Name: Debra Kleiman
Unit No.: H
Date: 4-23-15

Signature: [Signature]
Print Name: Paul Vincent
Unit No.: 606 B
Date: 5/5/15

Signature: [Signature]
Print Name: PEGGY MOORE
Unit No.: 609 F
Date: 4/27/15

Signature: _____
Print Name: _____
Unit No.: _____
Date: _____

Signature: [Signature]
Print Name: CARMEN GRUCHALLA
Unit No.: 606 E
Date: 4/27/15

Signature: _____
Print Name: _____
Unit No.: _____
Date: _____

Signature: [Signature]
Print Name: MARK HARKER
Unit No.: 605 B
Date: 4-28-15

Signature: _____
Print Name: _____
Unit No.: _____
Date: _____

Signature: [Signature]
Print Name: Rose Grims
Unit No.: 605 A
Date: 4-30-15

Signature: _____
Print Name: _____
Unit No.: _____
Date: _____

EXHIBIT A

"Property"

PARCEL 1: A parcel of ground in Lot 2 Share No. 1 of the Partition of Missouri Stevens Estates in U.S. Survey 207, Township 45 North, Range 5 East and described as follows: Beginning at a point on the West line of Woods Mill Road, 60 feet wide, which bears from the intersection of the South line of Olive Street Road, 60 feet wide, with the West line of Woods Mill Road, 60 feet wide, South 7 degrees 41 minutes 30 seconds West 869.95 feet to the point of beginning, then South 7 degrees 41 minutes 30 seconds West along said West line of Woods Mill Road 33 feet to a point, thence North 82 degrees 18 minutes 30 seconds West 203.59 feet to a point, thence North 7 degrees 23 minutes 30 seconds East 120.75 feet to a point, thence North Eastwardly along the arc of a curve to the left, having a radius of 50 feet, 48.64 feet to a point, then South 48 degrees 20 minutes 31 seconds East 196.55 feet to the point of beginning.

PARCEL 2: A parcel of ground in Lot 2, Share No. 1 and Lot 3 Share No. 2 of the Partition of Missouri Stevens Estate in the U.S. Survey 207, Township 45 North, Range 5 East and described as follows: Beginning at a point which bears from the intersection of the South line of Olive Street Road, 60 feet wide with the West line of Woods Mill Road 60 feet wide South 7 degrees 41 minutes 30 seconds West 902.95 feet and North 82 degrees 18 minutes 30 seconds West 203.59 feet to the point of beginning, thence North 82 degrees 18 minutes 30 seconds West 45.41 feet to a point, thence North 56 degrees 58 minutes 3 seconds West 85.31 feet to a point, thence North 29 degrees 48 minutes 30 seconds West 95 feet to a point, thence North 60 degrees 11 minutes 30 seconds East 79 feet to a point of curve, thence Eastwardly along the arc of a curve to the right having a radius of 50 feet 84.82 feet to a point of reverse curve, thence Eastwardly along the arc of a curve to the left having a radius of 50 feet 52.36 feet to a point, thence South 7 degrees 23 minutes 30 seconds West 120.75 feet to the point of beginning.

Tax Locator No. 16Q220700

Commonly known as 605-606 Thunderbird Court, Chesterfield, Missouri

[Empty rectangular boxes for recording information]



* 2015062300244 *

GERALD E SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

Book: 21563 Page: 0201

TYPE OF INSTRUMENT: AMDT
GRANTOR: FOUR SEASONS CHESTERFIELD CONDO OWNERS ASSN ETAL
TO: [Blank]
GRANTEE: [Blank]
PROPERTY DESCRIPTION: MISSOURI STEVENS ESTATE LOT PT 2 SHARE 1 LOT 3 SHARE 2 EASEMENT PLAT L: PT 2W/O/P

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
00244

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 8 pages, (this page inclusive), was filed for record in my office on the 23 day of June 2015 at 11:20AM 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.

RDE
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

ROSE LEGAL SERVICE LLC
3636 SOUTH GEYER ROAD
SUITE 100
ST LOUIS, MO 63127

Destination code: VC M

RECORDING FEE 42.00
(Paid at the time of Recording)