



JANICE M. HAMMONDS, RECORDER OF DEEDS ST. LOUIS COUNTY MISSOURI

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CONDO	GRANTOR ALAMO ETAL	ТО	GRANTEE CONDOMINIUM PLAT	
PROPERTY DESCRIPTION:	ALAMO CONDOMINIUM	PB 353 PG 400		
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is furnished mere and the attached	, the NAMES of the GRANTOR an ely as a convenience only, and in the c Document, the ATTACHED DOCU	d GRANTEE as well case of any discrepand MENT governs, Onl	ormation shown on this Certication Sheet as to the TYPE OF as the DESCRIPTION of the REAL PROPERTY affected y of such information between this Certification Sheet y the DOCUMENT NUMBER, the DATE and TIME of ken from this CERTIFICATION SHEET.	
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In w	itness whereof I have hereunto set my	hand and official sea	I the day, month and year aforesaid.	
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COVER PAGE

Declaration of Condominium Ownership

Document Date: December 14, 2004

Grantor: Putnam Holdings LLC, a Missouri limited liability company

Grantee: Alamo Condominium Association, a Missouri not-for-profit corporation

Grantee's Address: 6632 Alamo, Clayton, Missouri 63105

Legal Description: As set forth on Exhibit A of the attached document.

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration. In the event of a conflict between the provisions of the attached Declaration and the provisions of this cover page, the attached Declaration shall prevail and control.

DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

ALAMO CONDOMINIUM ASSOCIATION

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DECLARATION OF CONDOMINIUM OWNERSHIP

FOR

ALAMO CONDOMINIUM ASSOCIATION

THIS DECLARATION is made this Haday of Deckwood, 2004, by PUTNAM HOLDINGS LLC (hereinafter referred to as "Declarant"):

WITNESSETH

WHEREAS, Declarant is the owner in fee simple of a parcel of real estate located in the City of Clayton, Missouri, legally described in Exhibit A attached hereto; and,

WHEREAS, Declarant intends by this Declaration to submit said property to the provisions of the Uniform Condominium Act of the State of Missouri (Sections 448.1-101 to 448.4-120 R.S.Mo.) in effect as of the date of the recording of this Declaration (the "Act"); and,

WHEREAS, Declarant states that the submission of the property to the provisions of the Act does not violate any zoning, subdivision, building code or other real estate law, ordinance or regulation of the City of Clayton, prohibiting the condominium form of ownership.

NOW, THEREFORE, Declarant, as the owner of the property above described, for the purposes above set forth, does hereby declare said property and all improvements thereon and those to be erected thereon to be a Condominium, hereinafter known as Alamo Condominium Association under the Act, and further declares and provides as follows:

1. **DEFINITIONS.**

- 1.1. The following terms, as used herein or elsewhere in any condominium documents relating to Alamo Condominium Association, unless otherwise specifically provided, shall have the meaning set forth below:
- 1.1.1 Act The Uniform Condominium Act of the State of Missouri (Sections 448.1-101 to 448.4-120 R.S.MO.) in effect as of the date of the recording of this Declaration.
- 1.1.2 <u>Articles of Incorporation</u> The Articles of Incorporation of the Association, as they exist from time to time.
- 1.1.3 <u>Association</u> Alamo Condominium Association (hereinafter referred to as the "Association") a Missouri not-for-profit corporation formed pursuant to Chapter 355, R.S.Mo.
- 1.1.4 <u>Building</u> The structure located on the Property which shall contain four (4) Units and which is designated in this Declaration as the "Building."
 - 1.1.5 By-Laws The By-Laws of the Association as they exist from time to time.
- 1.1.6 <u>Common Elements</u> All of the Property other than the Units, and subject as a whole to the Limited Common Elements as defined herein.
- 1.1.7 <u>Common Expenses</u> All expenditures made by, or financial liabilities of, the Association, together with any allocations to reserves, including but not limited to the expenses of maintenance, repair, replacement, administration and operation of the Common Elements.

- 1.1.8 <u>Condominium</u> The condominium created by this Declaration, known as Alamo Condominium Association.
- 1.1.9 <u>Declarant</u> -Putnam Holdings LLC, or any person, firm or corporation to whom Putnam Holdings LLC transfers or otherwise assigns its rights hereunder prior to the time when all Units in the Condominium have been sold.
- 1.1.10 <u>Declaration</u> This instrument (including all Exhibits attached hereto) and any amendments hereto which may be recorded from time to time.
- 1.1.11 Eligible Mortgagee Each holder, insurer or guarantor of a duly recorded first mortgage or deed of trust on any Unit which has made written request to the Executive Board of the Association for notice of all matters of which such holders, insurers or guarantors are entitled pursuant to the provisions of this Declaration, the Act or the By-Laws.
- 1.1.12 Eligible Mortgage Holder Each Eligible Mortgagee which is a holder of a mortgage or deed of trust.
- 1.1.13 <u>Limited Common Elements</u> Each portion of the Common Elements which is reserved for the exclusive use of one or more but fewer than all of the Units, including but not limited to those portions of the Common Elements described in subdivision (2) and (4) of Section 448.2-102 of the Act, the Parking Spaces, and any storage spaces shown on the Plat as a Limited Common Element.
- 1.1.14 <u>Parking Space</u> Each space intended for the parking of an automobile or other vehicle, designated as such on the Plat, and conveyed to the Purchaser by deed.
- 1.1.15 <u>Person</u> A natural person, partnership, corporation, or legal entity capable of holding title to real property.
- 1.1.16 <u>Plat</u> The drawing referenced hereto on <u>Exhibit B</u> which was prepared by a registered land surveyor and which contains the information required by subsections 2 and 4 of Section 448.2-109 of the Act, as such drawing may be amended from time to time by amendments thereto.
- 1.1.17 <u>Property</u> The land described in <u>Exhibit A</u> which is attached hereto together with all improvements and structures from time to time hereafter located thereon, including all appurtenances thereto and all easements and rights intended for the mutual use, benefit or enjoyment of the Unit Owners.
- 1.1.18 <u>Sidewalks</u> The sidewalks which may have been built on the Property and designated as such on the Plat.
- 1.1.19 Special Declarant Rights Those rights reserved for the benefit of the Declarant: (i) to complete improvements indicated on the Plat, (ii) to exercise any Development Right; (iii) to maintain sales offices, management offices, signs advertising the Condominium and models; (iv) to use easements through the Common Elements for the purpose of making improvements within the Condominium; and (v) to appoint or remove any officer of the Association or any Executive Board member during the period of Declarant control.
- 1.1.20 <u>Unit or Condominium Unit</u> Each physical portion of the Property designated for separate ownership or occupancy, the boundaries of which are delineated on the Plat, including the areas described as part of the Unit.
 - (i) The walls, floors, or ceilings are designated as boundaries of a unit and, all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other

materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors, or ceilings are a part of the common elements;

- (ii) Any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture which lies partially within and partially outside the designated boundaries of a unit any portion thereof serving only that unit is a limited common element allocated solely to that unit, and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements;
- (iii) Subject to the provisions of subdivision (ii) of this section, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit; and
- (iv) Doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.
- 1.1.21 <u>Unit Owner</u> The person or persons, individually or collectively, having fee simple ownership of a Unit.
- 1.2. Unless the context otherwise requires, any other terms used in this Declaration shall be assumed to have the meaning attributed to said term in the Act.

2. UNITS.

- 2.1. The Declarant has created four (4) Units on the Property by the recording of this original Declaration of Condominium.
- 2.2. The legal description of each Unit shall consist of the number and street address of such Unit as set forth on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by such legal description, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.
- 2.3. Each Unit shall be used solely for residential purposes, subject to the exceptions set forth in Section 20 in regard to the Declarant's rights hereof.

3. OWNERSHIP OF THE COMMON ELEMENTS AND COVENANT AGAINST PARTITION.

- 3.1. Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common equal to the percentage of ownership (hereinafter referred to as the "Percentage of Ownership") allocated to the respective Unit owned by such Unit Owner as set forth in the schedule attached hereto as Exhibit C. The Percentages of Ownership for each Unit shall be equal to that of all other Units in the Condominium. Such Percentages shall remain constant unless hereafter changed as provided in Sections 15 hereof or in accordance with the provisions of the Act.
- 3.2. The ownership of each Unit and of the Unit Owner's corresponding Percentage of Ownership in the Common Elements shall not be separated. As long as the Property is subject to the provisions of the Act, the Common Elements shall, except as provided in Section 448.3-113.8 of the Act, remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind. Notwithstanding the above, no Unit may be partitioned or subdivided without the prior written approval of at least the holder of any first mortgage or deed of trust lien upon such Unit.

4. USE OF COMMON ELEMENTS.

- 4.1. Except as provided in Section 4.2 hereof, each Unit Owner shall have the right to the use of the Common Elements in common with all other Unit Owners as may be required for the purposes of access or ingress and egress to the use and occupancy and enjoyment of the respective Unit owned by such Unit Owner and for such other purposes as specific Common Elements are intended.
- 4.2 The Limited Common Elements shall be used exclusively by the Unit Owner(s) of the Unit(s) to which such Limited Common Elements are allocated. Without limiting the generality of the foregoing each parking space designated which is allocated to a Unit shall be for the exclusive use of the Unit Owner of such Unit. However, and notwithstanding anything herein to the contrary, no parking space or storage space may be materially and dimensionally enlarged or otherwise reduced without a full written consensus of all of the Unit Owners prior to such reconfiguration.
- 4.3 The foregoing rights to use the Common Elements and Limited Common Elements shall extend to each Unit Owner, the members of the immediate family of each Unit Owner, tenants, and the guests and other authorized occupants and visitors of each Unit Owner, and such rights shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and the rules and regulations of the Association hereinafter referred to. Each Unit Owner shall be deemed to have an easement, in common with the other Unit Owners, in, upon, across, over, through and with respect to the Common Elements to the extent of such right to use the Common Elements. The Association shall have the authority to lease or rent or to grant licenses or concessions with respect to any parts of the Common Elements subject to the provisions of the Declaration and By-Laws.

5. COMMON EXPENSES.

- 5.1. Each Unit Owner shall pay his proportionate share of the Common Expenses. Each Unit Owner's proportionate share of such Common Expenses shall be that fraction of the total Common Expenses which is equal to his Percentage of Ownership.
- 5.2. Payment of the Common Expenses shall be in such amounts and at such times as determined in the manner provided in the By-Laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses, the amount thereof (together with other amounts including late fees, administrative fees, fines, lien costs and other unpaid charges, due from the Unit Owner in accordance with the Act) shall constitute a lien on the Unit of such Unit Owner as provided in the Act; provided, however, that such lien shall be subordinate to certain other liens as provided in the Act.
- 5.3. Declarant shall have the same responsibility as a Unit Owner pursuant to this Section 5 during such time as Declarant owns any Unit, except as expressly set forth in Section 20 in regard to the expression of Declarant rights.
- 5.4. The Executive Board shall give written notice to each Eligible Mortgagee with respect to a Unit if the Unit Owner for such Unit shall fail to pay any Common Expenses or special assessments when due and such failure shall continue for a period of 60 days.

6. ASSOCIATION OF UNIT OWNERS.

6.1. The Association (which has been formed prior to the recording hereof or will be formed prior to the date on which the first Unit is conveyed by the Declarant) shall be the governing body for all the Unit Owners for maintenance, repair, replacement, administration, and operation of the Property as provided in the Act and in this Declaration and in the By-Laws.

- 6.2. The Board of Directors of the Association shall be deemed to be the "Executive Board" for the Unit Owners referred to herein and in the Act.
- 6.3 The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Unit Owners in accordance with the provisions of this Declaration, the By-Laws, and the Act.
- 6.4. Each Unit Owner shall be a member of the Association so long as he shall be a Unit Owner, and such memberships shall automatically terminate when he ceases to be a Unit Owner, and upon the transfer of his ownership interest the new Unit Owner succeeding to such ownership interest shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein.
- 6.5. The aggregate number of votes for all members of the Association shall be an amount equal to the units developed by Declarant, with each unit having equal vote.
- 6.6 The Declarant, or a person designated by it, may appoint and remove the officers and member of the Executive Board of the Association until the earlier of: (i) sixty (60) days after conveyance to Unit Owners other than the Declarant of seventy-five percent (75%) of the total number of Units which may be created pursuant to Section 2.1 thereof; (ii) two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business; or (iii) the date which is the seventh anniversary of the date of the recording of this Declaration.
- 6.7. All of the normal operations of the Association will be accomplished under the direction of a three (3) person Executive Board. Initially, the member of the Executive Board will be appointed by the Declarant, but as Units are sold, the right to elect the member (who shall be a Unit Owner) shifts to the Unit Owners themselves. Not later than sixty (60) days after conveyance to Unit Owners other than Declarant of 1 Unit, at least one member of the Executive Board shall be elected by the Unit Owners other than Declarant. Not later than sixty (60) days after conveyance to Unit Owners other than Declarant of 3 Units, at least two members of the Executive Board shall be elected by the Unit Owners other than Declarant. Declarant's control of the Association shall terminate on the earliest of the following:
 - (i) 60 days after conveyance of 75% of the Units which may be created; or,
 - (ii) 2 years after Declarant has ceased to offer Units for sale; or,
 - (iii) the date which is the seventh anniversary of the date of the recording of the Declaration; and,
 - (iv) any time the Declarant voluntarily surrenders the right to appoint members.

7. SEPARATE MORTGAGES.

- 7.1. Each Unit Owner shall have the right to make a separate mortgage or encumbrance on his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit and his respective ownership interest in the Common Elements.
- 7.2 Each Eligible Mortgagee shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such Mortgagee's mortgage or deed of trust.
- 7.3. In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or deed of trust against his Unit, the Association shall have the right to cure such

default (in accordance with the provisions of, and during the time period provided in, such mortgage or deed of trust) by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien may be perfected and foreclosed in the manner provided in Section 448.3-116 of the Act with respect to liens for failure to pay a share of the Common Expenses. In the event the Association does not elect to cure such default, then the lien holder may proceed to foreclose such lien and sell the property in accordance with the mortgage or deed of trust. Nothing herein contained shall be construed to require the holder of a mortgage or deed of trust to furnish notice of default under said mortgage or deed of trust to the Association.

7.4. Each holder of a first mortgage or deed of trust on a Unit who comes into possession of the Unit by virtue of foreclosure of such mortgage or deed of trust, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder or purchaser comes into possession of the Unit if such holder's mortgage or deed of trust, or the mortgage or deed of trust so foreclosed, was properly recorded prior to the date of the recording of the notice of delinquency with respect to such assessments.

8. SEPARATE REAL ESTATE TAXES AND IN LIEU PAYMENTS.

- 8.1. The real estate taxes upon each Unit (and any payments in lieu of real estate taxes) pursuant to any agreement between Declarant and the City of Clayton are to be separately paid by each Unit Owner as provided in the Act or any applicable ordinance.
- 8.2. If, for any reason, the tax bills are not separately issued by the taxing authorities, then each Unit Owner shall pay his share of the taxes as determined by the Association in accordance with each Unit Owner's Percentage of Ownership.

9. UTILITIES.

- 9.1. Each Unit Owner shall pay for his own telephone, electricity, and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses unless separately metered by the Association in the future.
- 9.2. All utilities and the Metropolitan Sewer District are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Common Elements for the purpose of providing "Utility Services" to the Property. As used herein, the term "Utility Services" shall include, but not be limited to, water, sewer, storm water, telephone, power, electric, natural gas, cable television, irrigation and other utility services. The Executive Board may hereafter grant additional utility easements for the benefit of the Property over, under, along and on any portion of the Common Elements, and each Unit Owner hereby grants to the Executive Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all Unit Owners, such instruments as may be necessary to effectuate the foregoing.

10. INSURANCE.

- 10.1. Commencing not later than the time of conveyance of the first Unit to a Person other than the Declarant, the Association shall maintain to the extent reasonably available the insurance required by Section 448.3-113 of the Act and the insurance hereinbelow described in this Section 10. The premiums for such insurance shall be a Common Expense.
- 10.2. The Association shall obtain insurance for the Property against loss or damage by fire and such other hazards as the Association may deem advisable for the full insurable replacement cost of the Common Elements and the Units; provided, how-ever, that such insurance shall provide protection against loss or

damage by fire and other perils normally covered by the standard "all risk" endorsement. If available at reasonable cost, the policies obtained by the Association shall also have agreed-amount and inflation guard endorsements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Executive Board, as the trustee for each of the Unit Owners, and also as trustee for each such Unit Owner's mortgagee(s), if any, in their respective Percentages of Ownership. Any insurance proceeds so paid to the Executive Board or the Association which are disbursed by a title insurance company or other escrow agent selected by the Association (or the Executive Board) pursuant to an agreement between the Association (or the Executive Board) and such agent, providing appropriate mechanic's lien protection. Application of the insurance proceeds to reconstruction, and disposition of the Property where the insurance proceeds are insufficient for reconstruction, shall be as provided in the Act. In the event of damage or destruction of any Unit or Units, the insurance proceeds shall be used in accordance with the provisions of Section 448.3-113.8 of the Act.

- 10.3. The Association shall also obtain comprehensive public liability insurance, in such limits as it shall deem desirable, and workmen's compensation insurance and other insurance as it may deem desirable, insuring each Unit Owner and the Association, Executive Board, manager and managing agent from liability in connection with the Common Elements, and the premiums for such insurance shall be Common Expenses. Notwithstanding anything set forth above, the liability coverage shall be for at least \$100,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and coverage shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements and legal liability arising out of lawsuits related to employment contracts of the Association.
- 10.4. If any of the insurance described in subsections 10.2 and 10.3 of this Section 10 is not reasonably available, the Association shall promptly cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners.
- 10.5. Insurance policies carried pursuant to subsections 10.2 and 10.3 of this Section 10 shall provide that:
- 10.5.1 Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;
- 10.5.2 The insurer waives its rights to subrogation under the policy against any Unit Owner or members of his household;
- 10.5.3 No act or omission by any Unit Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and,
- 10.5.4 If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- 10.6. Each Unit Owner shall be responsible for his own title insurance and the insurance on the contents of his own Unit, and his additions and improvements thereto and the decorating, furnishings and personal property therein, and his personal property stored elsewhere on the Property, including the parking space(s) assigned to the Unit, and his personal liability to the extent not covered by the liability insurance for all of the Unit Owners obtained as part of the Common Expenses as above provided.
- 10.7. In the event of substantial damage to the destruction of any Unit, the Unit Owner of such Unit shall give prompt written notice of any such damage or destruction to all Eligible Mortgagees with respect to such Unit.
- 10.8. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, if permitted by law, the Executive Board may name as an insured under the property and liability insurance policies, on behalf of the Association, the Association's authorized representative (including any

trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee) who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance. Each Unit Owner, by acceptance of a deed from the Declarant or any other Unit Owner to any Unit, hereby appoints the Association or such representatives or trustee as attorney-in-fact for the purpose of purchasing or maintaining such insurance, including the collection and appropriate disposition of the proceeds thereof, negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose. The Association or any such representative or any such insurance trustee shall receive, hold or otherwise properly dispose of any proceeds of insurance in trust for the Unit Owners and their mortgage holders, as their interest may appear.

10.9. All insurance obtained pursuant to subsections 10.2 and 10.3 of this Section 10 shall provide that any insurer who has issued an insurance policy under this Section shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner, or Eligible Mortgagee. No insurer issuing a policy may cancel, substantially modify, or refuse to renew it until thirty (30) days after notice of the proposed cancellation, modification or non-renewal has been mailed to the Association, each Unit Owner and each Eligible Mortgagee or beneficiary under deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

11. MAINTENANCE, REPAIRS AND REPLACEMENTS.

- 11.1. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements of his own Unit (except to the extent caused by perils insured against, and paid for by the Association's insurance), including, for example, the interior of the ceilings, floors, and perimeter walls and both sides of all interior walls within such Unit; and including paint, wall coverings, floor coverings and fixtures in the Unit, and all utilities exclusively serving such Unit, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and electricity to the Unit, shall be furnished by the Association as part of the Common Expenses.
- 11.2. Maintenance, repairs and replacements of the lateral sewer lines from the Building to the main trunk sewer and of the vertical elements of the waste plumbing system shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacements of the interior lateral connections of the waste plumbing system of each Unit, including the connections between the vertical elements and the laterals themselves, shall be at the expense of each respective Unit Owner.
- 11.3. Maintenance, repairs and replacements of the furnace, air-conditioner, hot water heater, bathroom and kitchen plumbing fixtures, refrigerators, garbage disposals, intercom security system, dishwasher, microwave oven, ranges, washers and dryers, and other appliances and lighting fixtures and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner.
- 11.4. Maintenance, repairs and replacements of all windows, doors, locks and latches to the Unit designated for the exclusive use of certain Unit Owners shall be at the expense of such Unit Owners. The Executive Board shall have the right to approve the replacement or modification of windows and doors and shall have the duty to paint the exterior of windows in order to maintain a uniform exterior appearance to the building.
- 11.5. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the Common Expenses.
- 11.6. The authorized representatives of the Association or the Executive Board, or of the manager or managing agent for the Property, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or other equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

- 11.7. The Association may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Building personnel as Common Expenses, and may modify such rules and regulations from time to time.
- 11.8. Maintenance, repairs and replacements of any decks or balconies which are Limited Common Elements shall be performed and paid for by the Unit Owner who has exclusive use of such deck or balconies, subject to the prior written approval of the Executive Board. If the Unit owner fails to maintain, repair and replace such decks or balconies, the Executive Board shall have the right, but not the obligation, to perform such work and charge the cost thereof as a special assessment to the Unit Owner.
- 11.9. If, due to a household pet, or the negligent, willful, wanton or malicious act or omission of a Unit Owner, or of a member of his family or of a tenant, guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or if maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, and if such payment is not paid when due, shall become a lien on such unit owner's Unit.
- 11.10. Maintenance, repairs and replacements to the Common Elements and the Limited Common Elements of the Units shall be subject to the rules and regulations of the Association.
- 11.11. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Association.

12. <u>DECORATING</u>.

- 12.1. Each Unit Owner shall furnish and be responsible for, at his own expense, all of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating.
- 12.2. The exterior and interior surfaces of all windows (unless the Association shall undertake such duties for all Units) forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades, tinting materials or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Association.
- 12.3. Decorating of the Common Elements (other than interior portions of each Unit Owner's Limited Common Elements), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

13. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

- 13.1. A Unit Owner may make any improvements or alterations to the interior of his or her Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium, but the Association shall not be required to insure such improvements and alterations.
- 13.2. A Unit Owner may not change the appearance of the Common Elements or the exterior appearance of his or her Unit or any other portion of the Condominium without the permission of the Association.
- 13.3. After acquiring an adjoining Unit or an adjoining part of an adjoining Unit, a Unit Owner may remove or alter any intervening partition or create apertures therein, even if the partition in whole or in part is a

Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. However, as provided in Subsection 448.2-111(3) and Section 448.2.112 of the Act, the removal of partitions or creation of apertures does not relocate the boundaries of the Unit without compliance with the procedures in those sections of the Act.

14. REMEDIES.

- 14.1. In the event of a default by a Unit Owner under the provisions of the Act, Declaration, By-Laws, Articles of Incorporation, or rules and regulations of Association, the Association and the Executive Board shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Articles of Incorporation or said rules and regulations, including the power to levy fines so long as the right to a hearing is granted to the person, or unit owner being fined, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or for injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.
- 14.2. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%), until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Expenses of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property.
- 14.3. In the event of any such default by any Unit Owner, the Association and the Executive Board, and the manager or managing agent if so authorized by the Executive Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Executive Board.
- 14.4. If any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Executive Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Executive Board, then the Board shall have the power by action of a majority of its members, to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of said defaulting unit owner to continue as a unit owner and to continue to use, occupy or control his unit and thereupon an action in equity may be filed by the Executive Board against the defaulting unit owner, subject to the prior written consent of any mortgagee having a security interest in the unit ownership of the defaulting unit owner's right to occupy, use or control the unit owned by him on account of the breach of covenant, and ordering that all right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting unit owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fee and all other expenses of the proceeding, and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, may be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the Court for a writ of execution for the purpose of

acquiring such possession, and it shall be a condition of any such sale and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, and the purchaser shall become a unit owner in the place and stead of the defaulting unit owner.

14.5 Nothing herein contained shall diminish any right in law any Unit Owner may have to enforce compliance with the provision of the Act, Declaration, By-Laws, Articles of Incorporation, or the rules and regulations of the Association.

15. AMENDMENT OF DECLARATION.

- 15.1. This Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent (given in accordance with the By-Laws) adopted or given by Unit Owners of Units to which at least three-fourths (3/4) of the votes in the Association are allocated in accordance with Section 6.5, hereof.
- 15.2. All amendments to this Declaration shall be prepared, executed, and certified on behalf of the Association by any officer or officers of the Association designated for that purpose in the amendment, or in the absence of designation, by the President of the Association. All such amendments shall not be effective until recorded in accordance with and as required by the Act.
- 15.3. Notwithstanding the foregoing provisions of this Section 15, the Declaration may be amended without the vote and approval specified and required in Section 15.1 hereof as follows:
 - 15.3.1. To re-allocate Limited Common Elements in accordance with Section 448.2-108 of the Act;
- 15.3.2. To re-locate the boundaries between adjoining Units in accordance with Section 448.2-112 of the Act; and
 - 15.3.3. To subdivide a Unit into two or more Units in accordance with Section 448.2-113 of the Act.
- 15.4. Notwithstanding anything set forth above, and except for amendments pursuant to Sections 15.3 and 15.4 hereof, the prior written approval of Eligible Mortgage Holders holding mortgages on Units which have an aggregate total ownership interest in the Common Elements of at least 51% of such interest which are subject to mortgages held by Eligible Mortgage Holders will be required for any material amendment to the Declaration, including, but not limited to, any amendment which would change the Percentage of Ownership of the Unit Owners. Prior to any such material amendment to the Declaration all the Eligible Mortgage Holders holding mortgages on Units shall be given prompt written notice of the proposed amendment.
- 15.5. Without the consent of the Declarant, no amendment shall modify the Special Declarant Rights provided for in this Declaration.

16. A LIST OF ALL IMPROVEMENTS CONTEMPLATED IN THE CONDOMINIUM.

16.1. The Declarant is obligated to renovate at least four (4) Units in the Building and establish at least two (2) parking spaces and one (1) storage space for each Unit as Limited Common Elements. The renovations shall be limited to upgrading the kitchen and bath, and installing new carpet and/or flooring.

17. DEVELOPMENT RIGHTS.

None

18. NOTICES.

- 18.1. Any notice, demand, request, consent, approval or other communication provided for in the Act, Declaration or By-Laws, or desired to be given shall be in writing, and shall be addressed, as the case may be, to the Association, c/o Alamo Condominium Association at 6632 Alamo, Clayton, Missouri 63105 or Declarant, or any Unit Owner at the address which the Unit Owner has from time to time provided the Association.
- 18.2. Each of the Association and Declarant may designate a different address or addresses for notices to it, by giving written notice of such change of address to the other of the two of them and to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association and the Declarant.
- 18.3. Notices addressed as above shall be deemed delivered when mailed, postage prepaid, by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof.

19. SEVERABILITY.

19.1. If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

20. RIGHTS AND OBLIGATIONS.

- 20.1. The rights and obligations of the respective Unit Owners under this Declaration shall be deemed to be covenants running with the land, so long as the Property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding upon each and all of the respective Unit Owners and their respective heirs, executors, administrators, legal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and others having or claiming an interest in the Property, subject to the provisions of the Act and this Declaration.
- 20.2. Each Unit Owner, by acceptance of a deed to any Unit from the Declarant or any other Unit Owner, shall be deemed to have accepted and agreed to be bound and subject to each and all of the provisions of the Act and this Declaration and the By-Laws.
- 20.3 The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development and operation of a first class condominium apartment development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require.

21. UTILIZATION OF UNITS AND COMMON ELEMENTS.

- 21.1. The Declarant may maintain one or more sales and management offices in any Unit(s) until all of its Units are sold. If the sales and management offices are located in a Unit(s) designated on the Plat, said Unit(s) shall be a Unit(s) for the purposes of this Declaration.
- 21.2. The Declarant may maintain one or more model or display units in any Unit(s) until all of its Units are sold.
- 21.3. The Declarant may in its sole discretion relocate its sales and management offices and model or display units to comparable space in any other Unit until all of its Units are sold.

- 21.4. The Declarant may maintain signs, displays and other sales devises on the Common Elements and in unsold units advertising the Condominium and all/or any amenities until all of its Units are sold.
- 21.5 Declarant shall have the right to make initial assignment of Parking Spaces and storage units which are designated on the Plat to the individual Units as a Limited Common Element by specifically identifying on the initial deed to each unit the number of the space as set forth on the plat to be reserved for exclusive use of that Unit. Assignment of Parking Spaces and/or storage units by Declarant in the initial deed to a unit shall constitute a permanent assignment of such Parking Spaces and the exclusive use of the Parking Space and/or storage units shall pass with title to the unit, without further necessity of identifying the Parking Space in a subsequent instrument.
- 21.6 Declarant shall be granted a construction easement to the Common Elements and unsold Units, for the purposes of transporting construction materials, and for the use of workman to unfinished and unsold units. Such activity by its very nature shall cause a certain amount of noise, and dirt. Declarant and Those under Declarant's authority, shall in no event be deemed to be a nuisance or peace disturbance pursuant to the provisions of this Declaration.

22. EASEMENTS.

- 22.1. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual, non-exclusive easement, which easement is hereby created for the use of the Unit Owners and for the use of their immediate families, guests, invitees or licensees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of such easements.
- 22.2. All of the Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the improvements, or caused by minor inaccuracies in building or rebuilding said improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.
- 22.3. The recording data for recorded easements and licenses appurtenant to or included in the Condominium or to which any portion of the Condominium is or may become subject by virtue of a reservation in the Declaration are shown on Exhibit A hereto.
- 23. <u>TERMINATION</u>. The Condominium may be terminated in the manner provided in Section 448.2-118 of the Act. However, if the termination of the Condominium is for reasons other than substantial destruction or condemnation of the Property, the prior written approval of the Eligible Mortgage Holders holding mortgages on Units which have an aggregate total Percentage of Ownership of at least three-fourths (3/4) shall be obtained before termination is effective.

24. EMINENT DOMAIN.

24.1. If all or any part of the Property is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Association and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give notice of the existence of such proceeding to all Unit Owners and to each Eligible Mortgagee. The expense of participation in such proceeding by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and any other persons as the Association in its discretion deems necessary or advisable to aid or advise in its matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, acting as Trustee, and such damages or awards shall be applied or paid as provided in this Section 24.

- 24.2. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, the Association shall have the sole authority to determine whether to defend any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Unit Owner in proportion to his percentage of ownership in the Common Elements. The Association may, if it deems advisable, call a meeting of the Association, at which meeting the Unit Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged.
- 24.3. If any one or more Units are taken, all damages and awards shall be paid by the Association to the Accounts of the Unit Owners thereof, and if more than one Unit is so taken, such payment shall be in proportion to the Unit Owners' percentage of ownership in the Common Elements.
- 24.4. Any damages or awards provided in this Section to be paid to or for the account of any Unit Owner by the Association, acting as Trustee, subject to the provisions of any mortgage or deed of trust affecting such Owners' Unit, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid mortgages or deeds of trust affecting such Unit; thirdly, to the payment of any unpaid Common Expense assessments charged to or made against the Unit; and finally, to the Owner of such Unit.
- 25. EXHIBITS. The following Exhibits are attached hereto and incorporated herein by this reference:

Exhibit A -Description of the Property and Recorded Easements and Licenses

Exhibit B -Condominium Plat

Exhibit C - Percentages of Ownership

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its behalf.

liability company

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

Notary Public

PUTNAM HOLDINGS LLC, a Missouri limited

My term expires:

CRAIG L. ROSENTHAL
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 31, 2007

EXHIBIT A TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR ALAMO CONDOMINIUM ASSOCIATION

Description of the Property

Lot 12 of Hi-Pointe Addition, a subdivision of St. Louis County, Missouri, according to the plat thereof recorded in Plat Book 16 page 48 of the St. Louis County Records.

Recorded Easements and Licenses

Building Lines, easements and setback requirements of record in Plat Book 16 Page 48 of the St. Louis County Records.

Recorded Easements and Licenses

EXHIBIT B TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR ALAMO CONDOMINIUM ASSOCIATION

<u>PLAT</u>

(The Plat has been separately recorded in the Plat Books of the Recorder's Office in Plat Book 353 Page 400.)

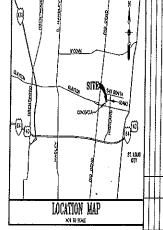
EXHIBIT C TO DECLARATION OF CONDOMINIUM OWNERSHIP TO ALAMO CONDOMINIUM ASSOCIATION

<u>Unit</u>	Percentage of Ownership
1	25%
2	25%
3	25%
4	<u>25%</u>
	100%

PILEO FOR RECORD POSA PI BOXEROFEROS SELOUSCOURTURO

EXIBIT "B" ALAMO CONDOMINIUM

LOT 12 OF HI-POINTE ADDITION PLAT BOOK 16, PAGE 48 CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI



GRAPHIC SCALE ALLEY (15' NIDE) 50.00 LOT 13
FEB NASO NA
NAT
HALTE POSSET P. SR
1557/7533
UCA 191-8-008 LOT 11 PER RING IE NE POTETES UL 1434/254 1634 111-18-00) 20 BUILDING LIKE 101-0 3/4° POL PSE 12° NST-03° NST-50.00

GARAGE COMMON HALL CONCORDIA LC.E. STORAGE LCF. STORAGE # 13 001/6 8.00308 = 531.32 LCE STORAGE (50' LCE STORACE 12 WIDE) FLOR ELEVATOR = 553.73 Otung Benator = 525 flora Plan

UNIT 1E UNIT 17 LCE 1000 (ECK UNT 16 RACK BENTON - 57237 AGON BENTON - 57237 CELFC BENTON - 5030 CELFC BENTON - 5032

UNIT 28 UNIT 21 CONDOMINIUM PLAT 2ND FLOOR PLAN

III

PUTINAM HOLDINGS,)

JAMES ENGINEERING
SURVEYING CO. INC.
THE PLANNERS SURV.
E (314) 222-1700, FRANCEO, BE.

BASEMENT PLOOR PLAN

SRE/ MIS

1ST FLOOR PLAN

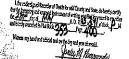
9-31-07

by Ordinara Washer 5855





ALAMO (84' WIDE) AVENUE CONTROL) SE



). Al diegos & de reing unito, egutos, do de deniegos de de realt & atal Ted deugregat. C SOURCE OF BEATROOK ASSESSED

2 FOUND STONE AT SOUTHEAST CORNER OF LET 39 OF SAID SECONS DIN (ADAPT FOR LINE)

6. ECE - ENTO CONON BIDENT CE - CONFOL BENEVI