

BY-LAWS OF
POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC.

The name of the Association shall be **POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE I

PLAN OF OWNERSHIP

The purpose for which this non-profit Association is formed is to govern the condominium property which has been or will be submitted to the provisions of the Uniform Condominium Act of the State of Missouri Chapter 448.1-101 to 448.4-120 R.S.Mo. 1983 V.A.M.S. by the recording of the Declaration and Plat of all parcels and bearing the name POINTE ROYALE CONDOMINIUM.

ARTICLE II

MEMBERSHIP, VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. **MEMBERSHIP.** Except as is otherwise provided in these By-Laws, ownership of a Condominium Unit is required in order to qualify for membership in this Association. Any person on becoming a Unit Owner of a Condominium Unit shall automatically become a Member of this Association and be subject to these By-Laws. Such membership shall terminate without any formal Association action whenever such person ceases to own a Condominium Unit, but such termination shall not release or relieve any such former Owner from any liability or obligation incurred under or in any way connected with this Association during the period of Ownership and membership in the Association, or impair any rights or remedies which the Unit Owners have, either through the Executive Board of the Association or directly, against such former Owner and Member arising out of or in any way connected with Ownership and membership and the covenants and obligations incident thereto.

2. **VOTING.** The Owner or Owners of a Condominium Unit in the project shall be entitled to the voting rights established in the Declaration and any amendments thereto diminishing such voting rights. If only one of the multiple Owners of a Unit is present at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. No Unit Owner may revoke a proxy given pursuant to this section except by actual notice of revocation to

the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term.

3. **MAJORITY OF UNIT OWNERS.** As used in these By-Laws, the term “majority of Unit Owners” shall mean Unit Owners of more than fifty percent (50%) of the undivided Ownership of the general Common Elements.

(Amended April 1990 at membership meeting)

4. **QUORUM.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of twenty percent (20%) of the first five hundred (500) members and fifteen percent (15%) of all remaining members entitled to vote shall constitute a Quorum. An affirmative vote of a majority of the members present, either in person or by proxy, shall be required to transact the business of the meeting.

ARTICLE III

ADMINISTRATION

1. **ASSOCIATION RESPONSIBILITIES.** The Owners of the Units will constitute an Association of Unit Owners, hereinafter referred to as “Association,” and will have the responsibility of administering the project through an Executive Board, hereinafter referred to as the “Board.”

2. **PLACE OF MEETING.** Meetings of the Association shall be held at such places within the State of Missouri as the Board may determine.

3. **ANNUAL MEETING.** The Annual Meeting of the Association shall be held during the month of _____ of each year. Subject to the provisions of the Declaration at such meetings there shall be elected by vote of the Owners a Board in accordance with the requirements of Section 4 of Article IV of these By-Laws. The Owners may also transact such other business of the Association as may properly come before them.

4. **SPECIAL MEETINGS.** The President may call a Special Meeting of the Owners on his own initiative or as directed by resolution of the Board or upon receipt of a petition signed by at least twenty percent (20%) of the Owners. The notice of any Special Meeting shall state the time and place of such meeting and the items on the agenda including the general notice of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove an Officer or Director. Any such meeting shall be held at such place and time as the President determines within thirty (30) days after receipt by the President of such resolution or petition.

5. **NOTICE OF MEETINGS.** The Secretary shall cause to be mailed or delivered a notice of each Annual or Special Meeting, stating the purpose thereof as well as the time and place it is to be held, including items on the agenda and including any budget changes and any proposal to remove an Officer or Director to each Owner of record, at the registered address of

each Owner, not less than ten (10) nor more than sixty (60) days prior to such meeting. The mailing of a notice in the manner provided in this section or the delivery of such notice shall be considered notice served, and the Certificate of the Secretary that notice was duly given shall be prima facie evidence thereof.

6. **ADJOURNED MEETINGS.** If any meeting of Owners cannot be organized because a Quorum has not attended, the Owners who are present, either in person or by proxy, may adjourn the meeting to a time announced at the meeting.

7. **ORDER OF BUSINESS.** The order of business at all meetings of the Owners of Units shall be as follows:

- (a) Roll call and certifying proxies
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of Minutes of preceding meeting
- (d) Reports of Officers
- (e) Reports of Committees
- (f) Election of Managers
- (g) Unfinished business
- (h) New business
- (i) Adjournment

ARTICLE IV

EXECUTIVE BOARD

1. **NUMBER AND QUALIFICATIONS.** The Association shall be governed by a Board consisting of six (6) members of the Association. Consistent with the relevant provisions of the Declaration, the Developer shall exercise the rights, duties and functions of the Board as provided therein by and through the persons named in the Article of Incorporation as the members of the Executive Board. No later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Unit Owners other than a Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant.

2. **POWERS AND DUTIES.** Consistent with the relevant portions of the Declaration, the Board shall have the powers and duties necessary for the administration of the affairs of the Association and for the operation and maintenance of the Condominium Project as a First Class Residential Condominium Property. Such powers and duties of the Board shall include, but shall not be limited to, the following, all of which shall be done for and in behalf of the Owners of the Condominium Units:

- (a) To administer and enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations and all other provisions of the Condominium Property Act of the State of Missouri and the By-Laws of the Association and the supplements and amendments thereto;
- (b) To establish, make and enforce compliance with such Rules and Regulations as may be necessary for the operation, use and occupancy of all of the Condominium Units with the right to amend same from time to time. A copy of such Rules and Regulations shall be delivered or mailed to each member upon the adoption thereof;
- (c) To incur such costs and expenses as may be necessary to keep in good order, condition and repair all of the Common Elements and all items of Common Personal Property;
- (d) To insure and keep insured all of the insurable Common Elements and Condominium Units in an amount equal to the maximum replacement value. To insure and keep insured all of the common fixtures, common equipment and common personal property for the benefit of the Owners of the Condominium Units and their first mortgagee. Further, to obtain and maintain insurance as provided in the Declaration;
- (e) To prepare a budget for the condominium at least annually, in order to determine the amount of the common assessment payable by the Unit Owners to meet the Common Expenses of the Condominium Project, and allocate and assess such common charges among the Unit Owners as provided in the Declaration, and by majority vote of the Board to adjust, decrease or increase the amount of the semi-annual assessments, and remit or return any excess of assessments over expenses, working capital, sinking funds, reserve for deferred maintenance and for replacement to the Owners at the end of each operating year. To levy and collect special assessments whenever in the opinion of the Board it is necessary to do so in order to meet increased operating or maintenance expenses or costs, or additional capital expenses, or because of emergencies;
- (f) Within thirty (30) days after adoption of any proposed budget for the condominium, the Executive Board shall provide a summary of the budget to all the Unit Owners, and shall set a date for a meeting of the Unit Owners, and to consider ratification of the budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing of the summary. Unless at that meeting a majority of all the Unit Owners reject the budget, the budget is ratified, whether or not a Quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

- (g) To collect delinquent assessments by suit or otherwise and to enjoin or seek damages from an Owner as is provided in the Declaration and these By-Laws. To enforce a late charge of not more than \$10.00 per month and to collect interest at the rate of ten percent (10%) per annum in connection with assessments remaining unpaid more than twenty (20) days from due date for payment thereof, together with all expenses, including attorney's fees incurred.
- (h) To protect and defend in the name of the Association any part or all of the Condominium Project from loss and damage by suit or otherwise;
- (i) To borrow funds in order to pay for any expenditure or outlay required pursuant to the authority granted by the provisions of the recorded Declaration and these By-Laws and to execute all such instruments evidencing such indebtedness as the Board may deem necessary and give security therefor. Such indebtedness shall be the several obligation of all of the Owners in the same proportion as the percentage ownership of each Unit Owner as set forth in Exhibit B of the Declaration or any amendment thereto. The persons who shall be authorized to execute promissory notes and securing instruments shall be the President and Secretary or Assistant Secretary;
- (j) To enter into contracts to carry out their duties and powers;
- (k) To establish a bank account or accounts for the common treasury and for all separate funds which are required or may be deemed advisable;
- (l) To make repairs, additions, alterations and improvements to the General Common Elements consistent with managing the Condominium Project in a first class manner and consistent with the best interests of the Unit Owners to approve payment vouchers therefor;
- (m) To keep and maintain full and accurate books and records, showing all of the receipts or disbursements, and to permit examination thereof at any reasonable time by each of the Owners;
- (n) To prepare and deliver annually to each other a consolidated statement showing receipts, expenses or disbursements since the last statement;
- (o) To meet at least annually and if a Managing Agent is employed, an employee of the Managing Agent shall be in attendance, upon invitation of the Board;
- (p) In general, to carry on the administration of this Association and to do all of those things necessary and reasonable in order to carry out the governing and the operation of the Condominium Property;

- (q) To manage the use of all parking areas under the control of the Association, open spaces, Common Areas and other property in common use;
- (r) To employ for the Association a Managing Agent to exercise those duties and powers granted to it by the Board, but not those powers which the Board, by law, may not delegate;
- (s) To keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Unit Owners at convenient hours of week days.

3. **NO WAIVER OF RIGHTS.** The omission or failure of the Association or any Condominium Unit Owner to enforce the covenants, conditions, restrictions, easements, uses, limitations, obligations, the By-Laws, or the Rules and Regulations adopted pursuant thereto shall not constitute or be deemed a waiver, modification or release thereof, and the Board or the Managing Agent shall have the right to enforce the same thereafter.

4. **ELECTION AND TERM OF OFFICE.** At the first meeting of the Association the term of office of one-third (1/3) of the Board Members shall be fixed for three (3) years, the term of office of one-third (1/3) of the Board Members shall be fixed for two (2) years, and the term of office of one-third (1/3) of the Board Members shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Board Member, his successor shall be elected to serve a term of three (3) years. Except as is otherwise provided by these By-Laws, the Board Members shall hold office until their successors have been elected and hold their first meeting.

There shall be elected at the first meeting of the Board one (1) member who shall serve as President of the Board and he shall preside at all meetings of the Unit Owners and the Board. Such President shall serve for a term of one (1) year or until his successor is duly elected.

5. **VACANCIES.** Vacancies in the Board caused by any reason other than the removal of a Board Member by a vote of the Association shall be filled by vote of the majority of the remaining Board Members, even though they may constitute less than a Quorum; and each person so elected shall be a Board Member until his successor is elected.

6. **REMOVAL OF BOARD MEMBERS.** Subject to the relevant provisions of the Declaration, at any Regular or Special Meeting duly called, any one or more of the Board Members may be removed with or without cause by a two-thirds (2/3) vote of the Owners; a successor may then and there be elected to fill the vacancy thus created. Any Board Member whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting prior to voting thereon.

7. **ORGANIZATION MEETINGS.** The first meeting of a newly elected Board following each Annual Meeting of the Unit Owners shall be held within ten (10) days thereafter at such place as shall be fixed by the Board at the meeting at which such Board Members were elected, and no notice shall be necessary to the newly elected Board Members in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

8. **REGULAR MEETINGS.** Regular Meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board Members, but at least one (1) such meeting shall be held during each calendar year. Notice of Regular Meetings of the Board shall be given to each Board Member, personally or by mail, telephone or telegraph, at least seven (7) days prior to the day named for such meeting.

9. **SPECIAL MEETINGS.** Special Meetings of the Board may be called by the President on three (3) days notice to each Board Member, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special Meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of two or more Board Members.

10. **WAIVER OF NOTICE.** Before or at any meeting of the Board, any Board Member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Board Member at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Board Members are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

11. **EXECUTIVE BOARD QUORUM.** At all meetings of the Board, a majority of the Board Members shall constitute a Quorum for the transaction of business, and the acts of a majority of the Board Members present at a meeting at which a Quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a Quorum, the majority of those present may adjourn the meeting to another time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

12. **INFORMAL ACTION OF BOARD BY UNANIMOUS WRITTEN CONSENT.** Any action which may be taken by the Board at an Annual, Regular or Special Meeting may be taken without a meeting if written consents to such action are signed by all members of the Board.

13. **FIDELITY BONDS.** The Board may require that all officers and employees of the Association and the Managing Agent who handle or are responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be a Common Expense.

ARTICLE V

FISCAL MANAGEMENT

The provisions for fiscal management of the Condominium Units for and in behalf of all of the Unit Owners as set forth in the Declaration may be supplemented by the following provisions:

1. **ACCOUNTS.** The funds and expenditures of the Unit Owners by and through the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be Common Expenses.
 - (a) Current Expenses, which shall include all funds and expenditures within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements;
 - (b) Reserve for Deferred Maintenance, which shall include funds for maintenance items which occur less frequently than annually;
 - (c) Reserve for Replacement, which shall include funds for repairs or replacement required because of damage, wear or obsolescence which funds shall be designated capital contributions and carried on the balance sheet as paid-in surplus.

ARTICLE VI

OFFICERS

1. **DESIGNATION.** The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board and such Assistant Officers as the Board shall, from time to time, elect. Such Officers, except the President, need not be members of the Board, but each shall be an Owner of the Condominium Unit in this Condominium Project, or the Declarant or its representative(s). The office of President and Treasurer may be held by the same person, and the office of Vice-President and Secretary may be held by the same person.
2. **ELECTION OF OFFICERS.** The Officers of the Association shall be elected annually by the Board at the Organization Meeting of each new Board and shall hold office for one (1) year or until their successors are duly elected.
3. **REMOVAL OF OFFICERS.** Upon an affirmative vote of a majority of the members of the Board, any Officer may be removed, either with or without cause and his successor elected at any Regular Meeting of the Board, or any Special Meeting of the Board called for such purpose.

4. **PRESIDENT.** The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association or as may be established by the Board or by the members of the Association at any Regular or Special Meetings.

5. **VICE-PRESIDENT.** The Vice-President shall have all the powers and authority and perform all the functions and duties of the President in the absence of the President, or his inability for any reason to exercise such powers and functions or perform such duties.

6. **SECRETARY.** The Secretary shall keep all the minutes of the meetings of the Board and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board may direct; and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up to date at the principal office of the Association a complete list of members and their registered addresses as shown on the records of the Association. Such list shall also show opposite each member's name the number or other appropriate designation of the Unit owned by such member and the undivided interest in the General Common Elements. Such list shall be open to inspection by members and other persons lawfully entitled to inspect the same at reasonable times during regular business hours. In addition, a list of all mortgagees of Units shall be maintained. The records referred to in this subsection may be maintained by the Managing Agent.

7. **TREASURER.** The Treasurer shall have the responsibility for Association funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association; provided however, that the day to day responsibilities for booking and collecting and disbursing funds shall be delegated to a paid employee of the Association or to a Managing Agent. The Treasurer's responsibility shall be to review the accounts now less than quarterly-annually. The Treasurer shall approve all payment vouchers.

ARTICLE VII

INDEMNIFICATION OF OFFICERS, BOARD MEMBERS AND MANAGING AGENT

1. **INDEMNIFICATION.** The Association shall indemnify every Board Member and Officer, their respective successors, personal representatives and heirs, against all loss, costs and expenses, including counsel fees, reasonably incurred by him in connection with any action, suit or proceeding in which he may be made a party by reason of his being or having been a Board Member or Officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such Board Member or Officer in relation to the matter involved.

The foregoing rights shall not be exclusive of other rights to which such Board Member or Officer may be entitled. All liability, loss, damage, cost and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as Common Expenses; provided however, that nothing in this Article VII contained shall be deemed to obligate the Association to indemnify any member or Owner of a Condominium Unit who is or has been a Board Member or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him as an Owner of a Condominium Unit under and by virtue of the Declaration.

2. **OTHER.** Contracts or other commitments made by the Board or Officers shall be made as Agent for the Unit Owners, and they shall have no personal responsibility on any such contract or commitment (except as Unit Owners), and the liability of any Unit Owner on any such contract or commitment shall be limited to such proportionate share of the total liability thereof as such Unit Owners share in the Common Expenses as provided in the Declaration, except that any losses incurred because of any inability to collect such proportionate amount of the total liability owed by an Owner shall be shared proportionately by the other Owners in the proportion as such Unit Owners share of the Common Expenses as provided in the Declaration.

ARTICLE VIII

AMENDMENTS OF THE BY-LAWS

(Amended April 1990, at Membership Meeting)

1. **AMENDMENT BY THE MEMBERS.** These By-Laws may be amended by the affirmative vote of a majority of the members present or represented by proxy at any Regular or Special Meeting, provided that Quorum as prescribed in Section 4, Article II herein, is present in any such meeting. Amendment may be proposed by the Board or a petition signed by at least fifty-one percent (51%) of the members. A statement of any proposed amendment shall accompany the notice of any Regular or Special Meeting at which such proposed amendments shall be voted upon. These By-Laws may not be amended insofar as such amendment would be inconsistent with the recorded restrictions of the Pointe Royale Subdivision or Missouri law.

ARTICLE IX

MORTGAGES

1. **NOTICE TO ASSOCIATION.** An Owner who mortgages his Unit shall notify the Association through the Managing Agent, if any, or the Association Secretary, giving the name and address of his mortgagee. The Association shall maintain such information in a book entitled "MORTGAGEES OF UNITS."

2. **NOTICE OF UNPAID COMMON ASSESSMENTS.** The Association, whenever so requested in writing by a mortgagee of a Condominium Unit, shall promptly report any then unpaid Common Assessment due from or any other default by, the Owner of a mortgaged Unit.

3. **NOTICE OF DEFAULT.** When giving notice to a Unit Owner of a default in payment of Common Assessments or other default, the Board shall send a copy of such notice to each holder of a mortgage covering such Condominium Unit whose name and address has theretofore been furnished to the Board.

4. **EXAMINATION OF BOOKS.** Each Unit Owner and each mortgagee of a Condominium Unit shall be permitted to examine the books of account of the Association at convenient weekday business hours.

ARTICLE X

EVIDENCE OF OWNERSHIP AND REGISTRATION OF MAILING ADDRESS

1. **PROOF OF OWNERSHIP.** Except for those Owners who initially purchase a Condominium Unit from Developer, any person acquiring an interest in a Condominium Unit shall furnish to the Board a copy of the recorded instrument vesting that person with an interest in the Condominium Unit. The copy furnished to the Association shall be maintained in the files of the Association.

2. **REGISTRATION OF MAILING ADDRESS.** The Owners or several Owners of each Condominium Unit shall have one and the same registered mailing address to be used by the Association for mailing of monthly statements, notices, demands and all other communications, and such registered address shall be the only mailing address of a person or persons, firms, corporation, partnership, Association or other legal entity or any combination thereof to be used by the Association. Such registered address of a Condominium Unit Owner or Owners shall be furnished by such Owners to the Managing Agent or Board within fifteen (15) days after transfer of title, or after a change of address, and such registration shall be in writing and signed by all of the Owners of the Condominium Unit or by such persons as are authorized by law to represent the interest of (all of) the Owners thereof.

ARTICLE XI

OBLIGATION OF THE OWNERS

1. **ASSESSMENTS.** All Owners shall be obligated to pay the monthly assessments imposed by the Association to meet the Common Expenses and to maintain the reserves as provided in the Declaration. Assessments shall be due monthly in advance. A member shall be deemed in good standing and entitled to vote at any annual or at a Special Meeting of members within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him and the Condominium Unit owned by him and the Condominium Unit owned by him including the assessment reserves required by the Declaration.

2. **ASCERTAINABILITY OF UNPAID COMMON EXPENSES.** The Unit Owners and their mortgagees, prospective mortgagees or prospective grantees, upon ten (10) days written notice to the Managing Agent, Resident Manager, or the Board and upon payment

of a reasonable fee, shall be furnished a statement of his account. The Statement of Account shall include the amount of any unpaid Common Expenses, the amount of current assessments, the dates that assessments are due, the amount for any advance payments made, prepaid items such as insurance premiums and reserves therefore and any deficiencies in reserve accounts, which statement shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request shall be complied with within ten (10) days after receipt of such written request, all unpaid Common Expenses which become due prior to the date of such request shall be subordinate to the rights of the person requesting such statement.

3. **NOTICE OF LIEN OR SUIT.** An Owner shall give notice to the Association of every lien or encumbrance upon his Condominium Unit, other than for taxes and Special Assessments, and notice of every suit or other proceeding which may affect the title of this Condominium Unit, and such notice shall be given in writing within five (5) days after the Owner has knowledge thereof.

4. **MECHANIC'S LIEN.** Each Owner agrees to indemnify and to hold each of the other Owners herein harmless from any and all claims of mechanic's lien filed against other Condominium Units and the appurtenant General Common Elements for labor, materials, services or other products incorporated in the Owner's Condominium Unit. In the event such a lien is filed and/or a suit for foreclosure of mechanic's lien is commenced, then within ten (10) days thereafter such Owner shall be required to deposit with the Association cash or negotiable securities equal to one and one-half (1 ½) of the amount of such claim plus interest for one year together with a sum of ten percent (10%) of the amount of such claim, but not less than \$150.00, which latter sum may be used by the Association for any cost and expenses incurred, including attorney's fees incurred for legal advice and counsel. Except as is otherwise provided, such sum or securities shall be held by the Association pending final adjudication or settlement of the claim or litigation. Disbursement of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency, including attorney's fees incurred by the Association, shall be paid forthwith by the subject Owner, and his failure to pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the Owner and a lien against his Condominium Unit which may be foreclosed as is provided in the Declaration. All advancements, payments, costs and expenses, including attorney's fees, incurred by the Association shall be forthwith reimbursed to it by such Owner(s), and the Owner shall be liable to the Association for the payment of interest at the rate of ten percent (10%) per annum, on all such sums paid or incurred by the Association. The provisions in this Section 3 shall supplement the relevant provisions of the Declaration.

5. **GENERAL.**

- (a) Each Owner shall comply strictly with the provisions of the recorded Declaration and these By-Laws and amendments thereto;
- (b) Each Owner shall always endeavor to observe and promote the accomplishment of the cooperative purposes for which this Condominium Project was built.

6. **USES OF UNITS – INTERNAL CHANGES.**

- (a) All Units shall be utilized only for the purposes as are provided in the Declaration;
- (b) An Owner other than Declarant under rights reserved in the Declaration shall not make structural modifications or alterations to his Unit or installations located therein without the written approval of the Board or except as permitted by the Missouri Uniform Condominium Act. The Board shall be notified in writing of the intended modifications through the Managing Agent, or if no Managing Agent is employed, then through the President of the Board. The Association shall have an obligation to answer an Owner's request to make structural modifications or alterations to his Unit within thirty (30) days after such notice, and failure to do so within such time shall mean that there is no objection to the proposed modifications or alterations.

7. **USE OF COMMON ELEMENTS.** Each Owner may use the Common Elements located within the entire Condominium Project in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other Owners, and subject to the Rules and Regulations contained in these By-Laws and established by the Board as is provided in Section #8 of this Article.

8. **RULES AND REGULATIONS.**

- (a) The initial Rules and Regulations, which shall be effective until amended or supplemented by the Board, are as follows:
 - (1) Any common sidewalks, driveways, entrances and passageways shall not be obstructed or used by any Unit Owner for any purpose other than ingress and egress from the Units.
 - (2) Except as to the vehicles subject to Rule #3 herein, no articles shall be placed on or in any of the General Common Elements except for those articles of personal property which are the Common Property of all of the Unit Owners.
 - (3) No vehicles belonging to or under the control of a Unit Owner or a member of the family or a guest, tenant, lessee or employees of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any part of the project. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed. No campers, boats, trailers, recreational vehicles, non-functioning vehicles and buses may be parked in any areas except those areas designated for such use and parking.

- (4) No work of any kind shall be done upon the exterior building walls or upon the Common Elements by any Unit Owner. Such work is the responsibility of the Association.
- (5) No Owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antenna, machines or air conditioning Units be installed on the exterior of the project, or that protrudes through the walls or the roof of the condominium improvements except as may be expressly authorized by the Association. No television dishes or antenna may be located on any Common Elements.
- (6) Owners and occupants shall exercise care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb Owners, tenants or occupants of other Units.
- (7) Disposition of garbage and trash shall be only by the use of garbage disposal Units or by use of common trash and garbage facilities.
- (8) The Association assumes no liability for nor shall it be liable for any loss or damage to articles left or stored in any Common or other area.
- (9) Any damage to the general Common Elements or Common Personal Property caused by the Owner or their guests, agents or tenants, or the guests or a Unit Owner shall be repaired at the expense of that Unit Owner.
- (10) The resident Manager, the Managing Agent or the Board shall retain a passkey to each Unit. No Owner shall alter any lock or install a new lock on any door leading into a Unit without prior consent and, if such consent is given, the Owner shall provide a key for the Managing Agent's or the Board's use.
- (11) No cats, dogs or other animals or birds or reptiles (hereinafter for brevity termed "animals") shall be kept, maintained or harbored on any part of the Condominium Property and Unit except that each Unit Owner is entitled to keep as house pets up to two (2) in number of the above-named animals, provided that such house pets are kept inside the Condominium Unit and if outside the same shall at all times be under leash. If any of the above-named animals as pets become obnoxious to other Owners, the Owner or person having control of the animal shall be given a written notice and will be required to remove the animal from the Project and Unit.

(12) No signs shall be displayed by any Unit Owner on any part of the condominium property without the written consent of the Board.

(b) The Board reserves the power to establish, make and enforce compliance with such additional Rules and Regulations as may be necessary for the operation, use and occupancy of this Condominium Project with the right to amend same from time to time without amendment of these By-Laws. Copies of such Rules and Regulations shall be furnished to each Unit and Owner prior to the date when the same shall become effective.

9. **DESTRUCTION.** Each Owner, upon becoming an Owner of a Condominium Unit, thereby grants his power of attorney in favor of the Association, irrevocably appointing the Association his attorney-in-fact to deal with the Owner's Condominium Unit upon its damage or destruction, as provided in the Declaration.

ARTICLE XII

ABATEMENT AND ENJOINMENT OF VIOLATIONS BY UNIT OWNERS

1. **ABATEMENT AND ENJOINMENT.** The violation of any Rule or Regulation adopted by the Board, or the breach of any By-Laws, or the breach of any provision of the Declaration, shall give the Board or the Managing Agent the right, in addition to any other rights set forth herein, (1) to enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any person, structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions thereof, and the Board or Managing Agent shall not be deemed guilty in any manner of trespass, and to expel, remove and put out, using such force as may be necessary in so doing, without being liable to prosecution or in damages therefore; (2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach and to recover reasonable attorney's fees incurred in such proceedings.

ARTICLE XIII

COMMITTEES

1. **DESIGNATION.** The Board may, but shall not be required to, appoint an Executive Committee, and it may designate and create standing committees and appoint persons to all such committees

2. **EXECUTIVE COMMITTEE.** The Executive Committee shall consist of two persons who are members of the Association and who shall be appointed by the Board. One member shall be the President. The Executive Committee shall supervise the affairs of the Association and shall regulate its internal economy, approve expenditures and commitments, act and carry out the established policies of the Association and report to the Board Members at each meeting of the Board. The Executive Committee may hold Regular Meetings, Monthly or as it

may in its discretion determine. Special Meetings may be called at any time by the Chairman of the Committee or by any of its members, either by telephone, telegraph, mail or personally and a Special Meeting may be held by telephone.

3. **NOMINATING COMMITTEE.** Before each Annual Meeting, the Board may appoint a committee of three members who shall nominate candidates for the Board. The names of the candidates shall be submitted on or before thirty (30) days before the election. Members may submit names of candidates other than those submitted by the nominating committee prior to or at the Annual Meeting of the Board.

4. **VACANCIES.** A vacancy in any committee shall be filled by the President until the next meeting of the Board.

ARTICLE XIV

ASSOCIATION – NOT-FOR-PROFIT

This Association is not organized for profit. No member, member of the Board, Officer or person from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof, and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or distributed to, or inure to the benefit of any member of the Board, Officer or member; provided, however, always (1) that reasonable compensation may be paid to any member, Board Member Officer while acting as an Agent or employee of the Association, for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, Board Member, or Officer may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association. The provisions herein are not applicable to the Managing Agent who shall perform its Manager's duties and functions according to a written agreement for the compensation stated therein.

ARTICLE XV

MORTGAGEES AS PROXIES

Condominium Unit Owners shall have the right to irrevocably constitute and appoint the beneficiary of a trust deed, mortgage or other instrument which encumbers the Owner's interest their true and lawful attorney to vote their Unit membership in this Association at any and all meetings of the Association and to vest in such beneficiary or his nominee any and all rights, privileges and powers that they have as Unit Owners under the Articles of Incorporation and By-Laws of this Association or by virtue of the recorded Declaration. Such proxy shall become effective upon the filing of a notice by the beneficiary with the Secretary of the Association at such time or times as the beneficiary shall deem its security in jeopardy by reason of the failure, neglect or refusal to carry out their duties as set forth in the Declaration. A release of the beneficiary's encumbrance shall operate to revoke such proxy. Nothing herein contained shall be construed to relieve Condominium Unit Owners, as mortgagors, of their duties and obligations as Condominium Unit Owners or to impose upon the beneficiary of the encumbrance the duties and obligations of a Unit Owner.

ARTICLE XVI

OTHER LIENS

Developer states in accordance with the requirements of the Missouri Uniform Condominium Act or General Missouri Law, that it is possible that liens other than mechanic's liens, assessment liens and tax liens, may be obtained against the Common Elements, including judgment liens and purchase money mortgage liens.

The By-Laws are adopted by the POINTE ROYALE VILLAGE AND COUNTRY CLUB, INC., Declarant, as By-Laws of POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., this 14th day of May, 1986.

POINTE ROYALE VILLAGE AND
COUNTRY CLUB, INC., a
Missouri Corporation

BY: (See original for signature)
STEVEN S. REDFORD, PRESIDENT

(SEAL)

STATE OF MISSOURI)
) §§
COUNTY OF TANEY)

On this 14th day of May, 1986, personally appeared before me, Moira G. Krause, a Notary Public in and for said State, STEVEN S. REDFORD, President of POINTE ROYALE VILLAGE AND COUNTRY CLUB, INC., known to me to be the person who executed the within By-Laws of POINTE ROYALE CONDOMINIUM PROPERTY OWNERS ASSOCIATION, INC., in behalf of said Corporation and acknowledged to me that he executed the same for the purposes therein stated.

(SEAL)

My Commission expires: November 14, 1986.

(See original for signature)
Notary Public

Note: See original for recording information.