

Declaration of Restrictions
Woods Glen Condominium Association

Order: 4F6HY39JJ
Address: 13417 Forestlac Dr
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Amendments

**WOOD'S GLEN CONDOMINIUM
RESTATEMENT OF DECLARATION**

WHEREAS, Developer submitted certain parcels of real property, together with all improvements thereon, to the Condominium Property Act of Missouri, Chapter 448, Mo.Rev.Stat., by virtue of Wood's Glen Condominium Declaration of Condominium By-Laws and Indenture as recorded in Book 6832, Page 1125 of the St. Louis County Records, as amended by Amendment to Declaration of Condominium By-Laws and Indenture as recorded in Book 6940, Page 2033 of the St. Louis County records; and

WHEREAS, the "Uniform Condominium Act of Missouri (hereinafter referred to as the "Act")," sections 448.1-101 to 448.4-120, Mo.Rev.Stat., authorize amendment of the Declaration by adoption of sections 448.1-101 to 448.4-120; provided, however, that such amendment shall be adopted in conformity with the procedures and requirements specified in the Declaration and the Condominium Property Act of Missouri; and

WHEREAS, Section 13.2 of the Declaration provides that the Declaration may be amended; provided, however, that it shall contain at all times the minimum requirements imposed by sections 448.005 to 448.210, in particular sections 448.180, 448.120, 448.130 and 448.140; and

WHEREAS, Section 13.2 of the Declaration authorizes the unit owners to amend the Declaration as provided therein or in compliance with subsequent statutory enactment; that such subsequent statute has been enacted in Section 448.2-117 of the Act, and that said Section 448.2-117 is deemed to establish the procedures and requirements applicable to amendment of the Declaration; and

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WHEREAS, the unit owners of Wood's Glen Condominium, in compliance with Section 13.2 of the Declaration and Section 448.2-117 of the Act, desire to amend the Declaration by restatement, to adopt the basis of equal allocation of assessments effective September 28, 1983 and to adopt certain other provisions of the Act, as hereinafter set forth:

NOW, THEREFORE, the unit owners of Wood's Glen Condominium, pursuant to the authority to amend as set forth in Section 13.2 of the Declaration of Condominium By-Laws and Indenture and in accordance with Section 448.2-117 of the Uniform Condominium Act of Missouri, do hereby amend the Declaration of Condominium By-Laws and Indenture of Wood's Glen Condominium as recorded in Book 6832, Page 1125 of the St. Louis County records, as amended by Amendment to Declaration of Condominium By-Laws and Indentures as recorded in Book 6940, page 2033, as follows:

1. The Declaration of Condominium By-Laws and Indenture of Wood's Glen Condominium as recorded in Book 6832, Page 1125, as amended by Amendment to Declaration of Condominium By-Laws and Indenture as recorded in Book 6940, Page 2033 is hereby deleted in its entirety, and a Restatement of Declaration of Wood's Glen Condominium substituted in lieu thereof and the Condominium submitted to the Condominium Property Act of Missouri, Sections 448.005 through 448.210, and to the Uniform Condominium Act of Missouri, sections 448.1-101 through 448.4-120, as follows:

ARTICLE ONE: DEFINITIONS

1.1. "Act" means the Uniform Condominium Act of Missouri, sections 448.1-101 to 448.4-120, Mo.Rev.Stat;

1.2. "Allocated interests" means the undivided interest in the Common Elements, the Common Expense Liability, and votes in the Association allocated to each Unit;

1.3. "Association" means the Wood's Glen Condominium Association created under section 448.3-101 of the Act and Article Seven herein;

1.4. "Common elements" means all portions of the Condominium not in the Units;

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1.5. "Common expenses" means expenditures made by or financial liabilities of the Association, together with any allocations to reserves;

1.6. "Common expense liability" means the liability for Common Expenses allocated to each Unit pursuant to section 448.2-107 of the Act and Section 3.1 of this Declaration.

1.7. "Condominium" means Wood's Glen Condominium, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions;

1.8. "Declarant" means Woods Mill Investment Company, and any transferee or successor for purposes of completing the Condominium construction program as shown on the plat or amended plats;

1.9. "Declaration" or "Restatement of Declaration" means this instrument creating the Condominium, and any amendments to this instrument;

1.10. "Dispose" or "disposition" means a voluntary transfer to a purchaser of any legal or equitable interest in a Unit, but does not include the transfer or release of a Security Interest;

1.11. "Eligible Mortgagee" means the holder of a Security Interest in a Unit which has notified the Association, in writing, of its name and address, and that it holds a Security Interest in a Unit. Such notice shall be deemed to include a request that the Eligible Mortgagee be given the notices and other rights described in Article Twelve.

1.12. "Executive Board" or "Board" means the body, designated in section 7.5 of this Declaration to act on behalf of the Association;

1.13. "Identifying number" means a symbol or address that identifies only one Unit in the Condominium;

1.14. "Limited common element" means a portion of the Common Elements allocated by the Declaration for the exclusive use of one or more but fewer than all of the units;

1.15. "Person" means a natural person, corporation, business trust, estate trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however, that in the case of a land trust, "person" means the beneficiary of the trust rather than the trust or the trustee;

1.16. "Plat" means the plat or plats of survey or surveys together with amendments thereto, of the parcel, all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to sections 448.005 through 448.210, Mo.Rev.Stat., said Plat being recorded in Plat Book 164, Pages 12-13., as amended of the official records of the Recorder of Deeds, County of St. Louis, State of Missouri.

1.17. "Residential purposes" means use for dwelling purposes;

1.18. "Security interest" means an interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an association, and any other consensual lien or title retention contract intended as security for an obligation;

1.19. "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to the plat and amended plats;

1.20. "Unit owner" or "Owner" means a Declarant or other Person who owns a Unit, but does not include a person having an interest in a unit solely as security for an obligation.

ARTICLE TWO: BOUNDARIES OF UNITS;
COMMON ELEMENTS; LIMITED COMMON ELEMENTS;

2.1. Buildings. The location and dimensions of each building and Unit are depicted in the Plat. The number of Units is one hundred eleven (111).

2.2. Subdivision, Conversion, And Relocation of Boundaries of Units. No additional Units may be created by the Declarant by the subdivision or conversion of any Units owned by Declarant. The subdivision of a Unit by a Unit Owner is expressly prohibited. Subject to other provisions of law and the procedure set forth in Section 448.2-112 of the Act, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Unit Owners of those Units.

2.3. Unit Boundaries; Common Elements; Limited Common Elements.

a. The boundaries of each Unit are its walls, floors, and ceiling and include the living portions and garage, attic, and basement areas attached or adjacent thereto and which are for the exclusive use of the Unit Owner of the Unit.

b. The Common Elements include all portions of the Condominium other than the Units. All surface parking spaces, and the garage spaces in Buildings 3 and 4, are Common Elements, but the Association may assign and reassign spaces to Units.

c. The Limited Common Elements include those portions of the Common Elements allocated by the Declaration and the Plat.

d. Subject to paragraphs a, b, and c of this Section,

(1) 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, including structural members, of the walls, floors, or ceilings are a part of the Common Elements;

(2) If any chute, flue, duct, wire, conduit, bearing wall, or any other fixture 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;

(3) Subject to the provisions of subdivision (2) of this paragraph (d), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit;

(4) Any shutters, awnings, window boxes, doorsteps, patios, porches, balconies, decks, and all exterior 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.

2.4. Alteration of Units. Subject to the provisions of the Declaration and other provisions of law, a Unit Owner:

a. May make any improvements or alterations to his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

b. May not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Association;

c. Pursuant to Section 9.3, after acquiring an adjoining Unit or an adjoining part of an adjoining Unit, 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. Removal of partitions or creation of apertures under this subdivision is not an alteration of boundaries.

2.5. Each Unit which has been created, together with its interests in the Common Elements, constitutes for all purposes a separate parcel of real estate, and shall be separately taxed and assessed.

ARTICLE THREE: ALLOCATION OF ALLOCATED INTERESTS

3.1. Allocation of Allocated Interests. The allocation of Allocated Interests, including Common Element Interests, Common Expense Liability, and votes in the Association, is as follows:

a. Common Element Ownership Interests are allocated pursuant to subdivision (3) of section 448.030, on the basis of the area of each Unit as a ratio to the area of all the Units in the aggregate, as depicted in Exhibit "A" attached hereto.

b. Common Expense Liability is allocated on the basis of equality; provided, however, that this section shall not prohibit the apportionment of certain Common Expenses to particular Units pursuant to Section 3.2 of this Declaration.

c. Votes in the Association, for all purposes including but not limited to adopting, ratifying or approving the budget or expenditures affecting the Condominium, electing members of the Executive Board and amending the Declaration are allocated on the basis of equality, each Unit having one vote.

3.2. Common Expense Assessments.

a. Assessments shall be made at least annually and shall be based on a budget adopted at least annually by the Association, and shall be payable in monthly installments.

b. Except for assessments under subsections (c) and (d) of this section, all Common Expenses shall be assessed against all the Units in accordance with the allocations set forth in section 3.1. Any past due Common Expense assessment or installment thereof shall bear interest at the rate established by the Association not exceeding the maximum legal limit per year.

c. Notwithstanding the allocations stated in section 3.1.b,

(1) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element shall be assessed against the Units to which that Limited Common Element is assigned, equally or on any basis deemed equitable by the Board under the circumstances.

(2) Any Common Expense, or portion thereof, which benefits fewer than all of the Units, may, in the judgment of the Board, be assessed exclusively against the Units benefited.

d. Assessments to pay a judgment against the Association shall be made only against the Unit Owners of the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.

e. Any Unit Owner, following notice and opportunity to be heard, shall be liable for any damages to any person, any other Unit or to the Common Elements caused intentionally, negligently or by his failure to properly maintain, repair or make replacements to his Unit, including but not limited to all mechanical and electrical systems, or Limited Common Elements assigned by this Declaration.

f. The Association shall be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements.

g. If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

3.3. Reallocation of Allocated Interests. The Common Element Interests are subject to change in the event the Executive Board at the request of any Unit Owner changes allocations to a Unit pursuant to the procedure stated in section 2.2.

ARTICLE FOUR: COVENANT AGAINST PARTITION

So long as the Condominium property is subject to Sections 448.005 through 448.210, Mo.Rev.Stat., and the Act, except as provided in the Act, the Common Elements shall remain undivided and no Unit Owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated Interest of such Unit shall not be separate. Any deed, lease, mortgage or other instrument purporting to separate any Unit from its Allocated Interest shall be void. Except for boundary adjustment permitted in Section 2.2 hereof, no Unit Owner shall by deed, plat or otherwise, subdivide or attempt to cause his Unit to be separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding, nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall be in kind.

ARTICLE FIVE: EASEMENTS

5.1. Encroachments: Through construction, settlement or shifting of any Building, should any part of a Common Element or a Unit encroach upon any Common Element or upon any other Unit, perpetual easements for the maintenance of any such encroachment and for the use of the space acquired thereby are hereby established and shall exist for the benefit of the Unit Owner or the Common Element, as the case may be; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owner.

5.2. Easements Appurtenant to Unit: Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Elements. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio, and garage, if any, which are part of the Unit, should there be any encroachment on any Common Element; provided, however, that no Unit Owner shall enclose, decorate or landscape any such balcony, terrace, patio, or parking space contrary to any rules or regulations established by the Board. Each Unit is granted a perpetual easement to use the area outside the Building upon which the air conditioning compressor for that Unit is located.

5.3. Easements in Gross: The Condominium shall be subject to a perpetual easement in gross to the Association and the Board for ingress and egress, to perform its obligations and duties as required by this Declaration and the By-laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Board.

5.4. Driveway, Walkway and Utility Easement: Easements, as shown on the Plat, are established and dedicated for driveways, walkways, sewers, electricity, gas, water and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the Common Elements.

5.5. Effect of Easement: All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Declarant, its successors and assigns, and any Unit Owner, purchaser, mortgagee or other person having an interest in any portion of the Condominium property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE SIX: RESTRICTIONS

The use of Units and Common Elements is restricted as follows:

6.1. Occupancy: No part of any Unit shall be used for a purpose other than a single family residence, each Unit being occupied as a residence either by one (1) family or by not more than two (2) unmarried individuals and the children of either or both.

6.2. Obstructions: There shall be no obstructions on any portions of the Common Elements nor any storage in the Common Elements without prior written consent of the Executive Board. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of the Buildings.

6.3. Maintenance of Units: Each Unit Owner shall maintain, repair and replace, at his own cost and expense, all portions of his Unit requiring maintenance, repair or replacement including, but not limited to, air conditioning and heating equipment, hot water heaters, garage door openers and all other appliances and equipment (including any facility and connections required to provide utility service to serve the Unit and no other, and whether inside or outside the Unit), to paint, decorate and finish interior surfaces of perimeter walls, interior walls, ceilings and floors of the Unit, the enclosures or walls of the balcony or patio, and/or any courtyard adjoining or a part of the Unit; to replace all screens, windows, and plate glass installations (including glass doors) forming a portion of the perimeter of the Unit and pay for any utilities which are separately metered to his Unit; provided, however, that no Unit Owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any storm doors, screens or other enclosures on entrances, balconies or patios or any other parts of the Unit, Common Elements, Limited Common Elements or Building without the prior written approval of the Association. The exterior of front doors of the Units and the exterior of the garage doors shall be painted, and front stoops shall be maintained, by the Association as a part of the Common Elements.

6.4. Signs: No sign of any kind shall be displayed to the public view on any Unit or Common Element without the prior written consent of the Board, except customary name and address signs. The Board shall have the right to erect reasonable and appropriate signs on the Common Elements.

6.5. Antennas: No radio or television or other aerial, antenna, dish, tower or other transmitting or receiving structure, or support thereof, shall be erected, installed, placed or maintained unless so erected, installed, placed, or maintained entirely within the enclosed portion of the Unit.

6.6. Pets and Animals. Each Unit is permitted to have no more than a total of one dog or cat, and one bird or other household animal. Otherwise, no animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Condominium, except for those pets, birds or other household animals kept in a Unit which do not violate regulations established by the Board. Pets shall not be allowed in the common facilities, and shall be allowed on the common elements or limited common elements only if securely leashed by a responsible person. There shall be no structures for such pets or household animals outside the Unit at any time. Owners are required to clean up after their pet or household animal. Owners agree to be responsible for damages to property or for personal injury done by their pet or household animal, and agree to indemnify and hold harmless the Board, Association and other Unit Owners for such damage or injury. The Board may change these regulations, or adopt additional regulations, from time to time, but no such change in regulations shall affect the rights of Unit Owners to keep such previously permitted pets or household animals provided such pets or household animals have not become a nuisance. The Board is authorized to adopt such regulations as it deems reasonable and proper, including but not limited to the following: pet permits and revocation of same, limitations on pet size, designation of areas of the common elements permitted for pets, complaints and notification procedures, and fines and/or penalties applicable to violations of pet regulations.

6.7. Nuisances: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or disturb them by unreasonable noises or otherwise or permit any nuisance or illegal act in his Unit or upon the Common Elements.

6.8. Business Use: Except as may be incidental to residential use and not create a nuisance or in any way impair the rights of any unit owner under this Declaration, as determined by the Board, no business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium.

6.9. Rules and Regulations: No person shall use the Common Elements in any manner which does not conform to such rules and regulations which may be established by the Board from time to time.

6.10. Leases:

a. No Units shall be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than six (6) months; or (b) any rental if the occupants of the Unit are provided customary hotel services; provided, however, that any Unit Owner of a Unit so rented on the effective date of this Restatement shall be exempt from the foregoing provision. Each Unit Owner hereby appoints the Board to act as his agent and attorney-in-fact for the Unit Owner for the purpose of enforcing the Declaration, By-laws, and rules and regulations against his tenant(s). Other than the foregoing obligations, the Owners of the respective Units shall have the absolute right to lease the entire Unit, but not less than the entire Unit, provided that said lease: (a) is made in writing, (b) is subject to covenants and restrictions contained in this Declaration, (c) specifies the Board to act as agent and attorney-in-fact for the Unit Owner, (d) is subject to approval by the Board to determine compliance with this Declaration. Each Unit Owner, prior to the effective date of a lease, shall submit an executed copy of said lease to the Board, which shall notify the Unit Owner of its decision within fifteen days of receipt; failure to so notify shall constitute approval. The Board may require the use of standard lease provisions to facilitate enforcement of this section. The Board shall maintain a current list of the name, unit number, and phone number of each tenant or occupant. Any failure to comply with the Declaration, By-Laws or Rules and Regulations shall constitute a default under the lease, and shall be enforceable by the Board.

b. Effective six (6) months following the recordation of this Restatement, no Unit Owner may sell, transfer or convey a Unit to any person who does not intend to occupy said Unit for his own personal residence not later than six (6) months following such sale, transfer or conveyance; provided, however, that this Section 6.10 b shall have no future effect upon any Unit Owner who owns a Unit on the date of recordation of this Restatement to purchase or otherwise acquire additional Units to be occupied by persons other than said Unit Owners.

c. If any lease, or any sale, transfer or conveyance of a Unit is made or attempted by any Unit Owner without compliance with the foregoing provisions, such lease or sale, transfer or conveyance shall be voidable by the Board and shall be subject to each and all of the rights and options of the Board hereunder and each and all of the remedies and actions available hereunder or at law or in equity in connection therewith.

6.11. Multiple Family Residential Use: No portion of the Condominium shall be used as a boarding house or rooming house, or for any purpose other than that of a multiple family residential development, nor shall any part of the Condominium be used for any purpose prohibited by law or ordinance nor shall anything be done in or on the Condominium which may be or become a nuisance, in the judgment of the Board.

6.12. Trash Disposal: No trash, rubbish or garbage receptacle or can shall be placed on the property outside of a Building except in appropriate bags disposed of in dumpsters. Any oversized item which cannot be disposed of in the dumpster shall be disposed of in accordance with rules adopted by the Board.

6.13. Use of Common Elements: No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling (whether single or multiple) purpose.

ARTICLE SEVEN: ASSOCIATION NAME AND POWERS

7.1. Creation, Name. There shall be a Unit Owners' Association, the name of which shall be the "Wood's Glen Condominium Association, Inc." ("Association").

7.2. Membership. The membership of the Association at all times shall consist exclusively of all of the Unit Owners or, following termination of the Condominium, of all former Unit Owners entitled to distributions of proceeds under Section 448.2-118 of the Act, or their heirs, successors or assigns. The Association shall be organized as a not-for-profit corporation under the laws of Missouri.

7.3. Management The operation of the Condominium shall be shall be vested in the Association.

7.4. Authority: No Unit Owner, except an officer of the Board, shall have any authority to act for the Association.

7.5. Executive Board. There shall be an Executive Board which shall act on behalf of the Association except to amend the Declaration, to terminate the Condominium, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Board members, but the Board may fill vacancies in its membership for the unexpired portion of any term. The Board shall consist of between three (3) and seven (7) members who shall be Unit Owners other than the Declarant and who shall be elected and serve as provided herein:

a. For purposes of Board membership, a Unit Owner shall be deemed to include any officer or director of any corporate or partnership owner of a Unit as determined by duly authorized notice to the Board from said corporate or partnership owner.

b. Election of members of the Board shall be held during the month of June of each year or as soon thereafter as practical. Any tie shall be broken by lot, mutual agreement, or a new vote between the persons engaged in such tie. Board members shall serve terms of three years each, which terms shall be staggered with one Board member elected annually. The members of the Board of Managers on the effective date of this Restatement shall be entitled to fulfill their terms and stand for re-election.

c. Members of the Board shall serve without compensation.

d. Before any Unit Owner shall become a member of and serve on the Board, he shall be able to be bonded. The Board shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Unit Owners in the amount equal to the sum of three months' assessments plus reserves on deposit. In purchasing such fidelity bonds, the Board shall give preference to any bonding company approved to write fidelity bonds by the St. Louis County Probate Court for Executors and Administrators. The cost of premiums for such blanket bond shall be paid out of the funds of this Condominium as a general charge and shall not be borne by the individual members of the Board.

e. In the event any member of the Board shall cease to be a Unit Owner, die, resign, decline to act or become unable for any reason to discharge his duties, the term of such member shall be deemed terminated, and the remaining members of the Board shall appoint a Unit Owner to fill such vacancy for the unexpired portion of such term.

f. The Unit Owners, by a majority vote of all Unit Owners at any regular or special meeting, may remove any member of the Board.

7.6. Powers and Duties: The powers and duties of the Association shall include those set forth in the Articles of Incorporation, the By-Laws, the Act, and this Declaration, and shall include the following:

a. The irrevocable right of access to each Unit, at reasonable hours, as may be necessary for the maintenance, repair or replacement of any Common Element therein or accessible therefrom or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

b. The power to adopt and amend budgets for revenues, expenditures and reserves of the Condominium and to levy and collect assessments for and to lease, maintain, repair and replace the Common Elements.

c. The power to employ and terminate a managing agent to carry out the administrative duties given to the Association, to serve on a full or part-time basis, and pay such manager reasonable compensation.

d. The power to employ and retain persons necessary for maintenance, repair and replacement of the Common Elements.

e. The power to establish, grant and dedicate easements for public utilities in addition to any shown on the Plat, leases, licenses and concessions in, over and through the Common Elements.

f. (1) The power to enter into contracts with others for the maintenance, management, operation, repair, replacement and servicing of the Condominium, and in connection therewith, to delegate the powers and rights herein contained, including that of levying and collecting assessments and perfecting and enforcing liens for non-payment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, successors and assigns, shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purpose herein expressed.

(2) The power to contract with Wood Lake Residents Association, Trustee under instrument of Indenture of Trust and Restrictions of Wood Lake, recorded in Book 6356, page 855 of the St. Louis County Records, as amended, for use by the unit owners of Wood's Glen Condominium, their families, tenants, guests and invitees of the swimming pool, recreational building, recreational facilities and all common areas provided and to be provided for all of the owners and occupants of the property designated in said instrument as part of Wood's Glen and for payment to the said Wood Lake Residents Association of such fees for use of said facilities as is in accordance with the provisions of said Indenture of Trust and Restrictions, it being understood that Wood Lake Residents Association shall, as Trustee, have the right to charge Unit Owners and occupants of Wood's Glen Condominium such additional fees as are charged to any other person for the right of use of the facilities and areas under the jurisdiction of Wood Lake Residents Association.

g. The power to adopt reasonable rules and regulations, and to require permits for particular uses of the common elements, and to revoke same, for the maintenance and conservation of the Condominium, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

h. The power to institute, defend or intervene in litigation or administrative proceedings in its own name and on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium.

i. The power, including without limitation the right to enter a Unit or upon land without constituting a trespass, to prevent, abate or terminate any infringement or to compel the performance of the Act, Declaration and any rules and regulations issued by the Board, by appropriate legal proceedings and at the expense of the offending party pursuant to Section 19.5.

j. The power to impose charges for late payment of assessments and, after notice and opportunity to be heard, to levy reasonable fines and/or penalties, including withdrawing use of Common Elements, for violations of the Declaration, By-Laws, rules and regulations of the Association.

k. The power, in the event a Unit Owner fails to maintain his Unit as required herein, the Association shall have the right to assess the Unit Owner for the sums necessary to restore the Unit to good condition and collect such assessment, and shall have a lien for same as is otherwise

provided herein and after such assessment, the Board shall have the right to have its employees or agents enter the Unit and do the work necessary to enforce compliance.

l. The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates as may in the future be required by the Act, or statements of unpaid assessments.

m. The power to purchase and maintain in force such insurance as deemed appropriate by the Board and to the extent reasonably available, including but not limited to, property insurance, workers compensation, liability, insurance protecting the Association, its officers, the Board, and the Unit Owners, directors' and officers liability insurance, and such other insurance coverage and other provisions as required by section 448.3-113 of the Act.

n. In addition to those powers granted by the Act, the power to assign its rights to future income, including the right to receive Common Expense assessments, but such power is hereby limited to the purposes of payment of common expenses and repair of existing structures or maintenance, alteration, expansion or improvement of the Common Elements or of any property owned by the Association.

o. Property owned by the Association, or portions of the Common Elements, may be conveyed or subjected to a Security Interest by the Association as follows:

(1) Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Association shall agree to such action; provided, however, that all the Owners of Units to which any Limited Common Element is allocated shall agree to convey that Limited Common Element or subject it to a Security Interest. Proceeds of the sale are an asset of the Association.

(2) An agreement to convey property owned by the Association or Common Elements or subject them to a Security Interest shall be evidenced by the execution of an agreement, or ratifications thereof, in the same manner as a deed, by the requisite number of Unit Owners pursuant to subparagraph (1) above. The agreement shall specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications thereof shall be recorded in St. Louis County and shall be effective only upon recordation.

(3) The Association, through the Board and on behalf of the Unit Owners, may contract to convey property owned by the Association or Common Elements, or subject them to a Security Interest, but the contract is not enforceable against the Association until approved pursuant to subparagraphs (1) and (2) above. Thereafter, the Association, through the Board, has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

(4) Any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of property owned by the Association or the Common Elements, unless made pursuant to this Article or pursuant to subsection 2 of section 448.3-117 of the Act, is void.

(5) A conveyance or encumbrance of property owned by the Association or Common Elements pursuant to this Article does not deprive any Unit of its rights of access and support, nor affect pre-existing encumbrances.

p. The power to exercise such other powers as may be provided in its Articles of Incorporation or By-Laws, the Act, or the general not-for-profit corporation law of the State of Missouri, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Association.

ARTICLE EIGHT: BY-LAWS

8.1. General: The administration of the Association and operation of the Condominium shall be governed by the By-Laws of the Association, which shall at all times contain the minimum requirements specified in Section 448.3-106 of the Act.

8.2. Officers: The Board shall elect from among the members of the Board a President, Treasurer, Secretary, and any other officers of the Board or the Association specified in the By-Laws.

8.3. Qualifications, Powers: The By-Laws shall provide for the qualifications, powers and duties, terms of office, and manner of electing and removing officers and filling vacancies.

8.4. Delegation of Powers: The By-Laws shall specify which, if any, of its powers the Board or officers may delegate to other persons or to a managing agent.

8.5. Certification of Amendments to Declaration: The By-Laws shall specify the officers who are authorized to prepare, execute, certify and record amendments to the Declaration on behalf of the Association.

8.6. Annual Meeting of Association: There shall be at least one meeting every year of the Association.

8.7. Quorum of Association: The By-Laws shall specify when a quorum is deemed present for a meeting of the Association.

8.8. Quorum of Board: The By-Laws shall specify when a quorum is deemed present for a meeting of the Board, provided, however, that such quorum shall not be less than fifty percent (50%) of the persons on that Board being present at the beginning of the meeting.

8.9. Amendment to By-Laws: The By-Laws may be amended only by a vote of a majority of the members of the Board, or by a majority of the Unit Owners, following notice and comment to all Unit Owners, at any meeting called for such purpose.

8.10. Voting: The By-Laws shall specify procedures for voting.

8.11. Notices: Notices to any party required by this Declaration shall be made in the manner provided in the By-Laws.

ARTICLE NINE: MAINTENANCE; LIMITATION UPON IMPROVEMENT

9.1. General: The Association shall maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are required by this Declaration to be maintained, repaired or replaced by the Unit Owners. Each Unit Owner shall maintain, repair and replace, at his own expense, all portions of his Unit and Limited Common Elements assigned to each Unit Owner by this Declaration.

9.2. Alteration of Common Elements: There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.

9.3. Alterations by Unit Owners: No Unit Owner shall make any alterations in the portions of the Improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would affect the safety, soundness or aesthetic quality of the Building containing his Unit, or impair any easement, without prior written approval of the Board.

9.4. Fences: No fence, wall, gate or similar structure may be erected, installed or maintained on the Condominium except as a part of original construction by Declarant or as expressly permitted by this Declaration, without prior written approval of the Board.

Order: 4F6HY39JJ

Address: 13417 Forestlac Dr

Order Date: 09-30-2025

-11-

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ARTICLE TEN: COMMON EXPENSES AND COMMON SURPLUS

10.1. Common Expenses: Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as a Common Expense by the Act, this Declaration or the By-Laws.

10.2. Assessments: Funds for payment of the Common Expenses shall be assessed against Unit Owners in the manner provided in Article Eleven hereof.

10.3. Common Surplus: The Common Surplus shall be owned by the Unit Owners in proportion to their Allocated Interests for Common Expense Liability, on the basis of equality.

ARTICLE ELEVEN: ASSESSMENTS: LIABILITY, INTEREST AND COLLECTIONS

11.1. Authority: The Association, through its Board, shall have the power to determine and fix the sums necessary to provide for the Common Expenses. A Unit Owner, regardless of the manner in which he acquired title to his Unit, including, without limit, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance.

11.2. Estimate and Payment Dates:

a. By December 1st of each year, the Board shall estimate the total amount necessary to pay wages, and for materials, insurance, water, sewer charges, services and supplies which it anticipates will be required during the ensuing calendar year together with a reasonable amount which it considers to be necessary as a reserve for any future needs, contingencies and replacements and, on or about December 15th of each year, shall notify the Owner of each Unit in writing as to the amount of such estimate, with the particulars therein itemized. The estimated cash requirements shall then be assessed against the Owners of the Units according to each Owner's Common Expense Liability. On the first day of each month of the following year, each Owner shall be obligated to pay to the Association as the Board may direct, one-twelfth (1/12th) of the assessment made hereunder.

b. Within thirty (30) days of notifying the Unit Owners of the new budget and assessments, the Board shall set a date for a meeting of the Unit Owners to consider ratification of the budget. Unless at that meeting a majority of all the Unit Owners entitled to vote 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 Board.

c. In the event that, at any time during the year, the Board shall determine that its December 1st estimate is insufficient to meet current operating expenses, the Board may revise the budget for the balance of the calendar year to such an amount as is actually necessary; and, in such event, the Board shall, within fifteen (15) days of the revision, notify the Owner of each Unit, in writing, as to the amount of the revised budget, with the particulars therein itemized. The cash requirements shall then be assessed against the Owners of the Units according to each Owner's Common Expense Liability. On the first day of each month thereafter, each Owner shall be obligated to pay to the Association, as the Board may direct, a single assessment, or an amount equal to a fraction, the numerator of which shall be one (1) and the denominator of which shall be the number of months remaining in the then current year, of the assessment made hereunder.

d. Notwithstanding any other provision herein, the Board shall make suitable provision for compliance with all ordinances, rules and regulations of the County of St. Louis, and for such purposes shall not be limited to any maximum assessment.

11.3. Assessments Against Declarant: Any Unit owned by Declarant shall be subject to the same assessment as any other Unit Owner.

11.4. Accounting and Shortages: By March 15th of each year, the Board shall supply to all Owners an itemized accounting of all income and expenses of the preceding calendar year. At the discretion of the Board, any surplus funds of the Association remaining after payment of or provision for common expenses, reserves and contingencies, shall be paid to the Unit Owners in proportion to their Common Expense Liability or credited to them to reduce their future Common Expense assessments.

11.5. Liability: The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made, or by reliance upon assertion of any claim against the Board, Association, Declarant, or another Unit Owner.

11.6. Interest And Late Fees: Assessments and installments thereof not paid when due shall bear interest from the due date at a rate determined by the Board not to exceed the maximum legal rate of interest until paid. In such amount as the Board deems reasonable, the Board shall charge a late fee against any Unit Owner who is delinquent in paying his monthly installment, and may adopt and enforce such other reasonable late fees as appropriate to cover processing and administrative costs.

11.7. Priority of Mortgages: Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Act.

ARTICLE TWELVE: MORTGAGEE PROTECTION

12.1. Right to Grant Security Interests: Each Unit Owner shall have the right to grant one or more Security Interest(s) against his Unit, but only to the extent of such Unit Owner's ownership interest in the Condominium.

12.2. Notices of Actions: The Association shall give prompt written notice to each Eligible Mortgagee of:

a. Any condemnation or casualty loss which affects a material portion of the Condominium or any Unit in which there is a first Security Interest held, insured or guaranteed by such Eligible Mortgagee;

b. Any delinquency in the payment of Common Expense assessments owed by a Unit Owner whose Unit is subject to a first Security Interest held, insured or guaranteed by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days;

c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association;

d. Imposition of restrictions on a Unit Owner's right to sell or transfer his Unit;

e. Restoration or repair of the Condominium after a hazard damage or partial condemnation in a manner other than that specified in the Declaration;

f. Termination of the Condominium after occurrence of substantial destruction or condemnation;

g. Assessments, assessment liens or subordination of assessment liens;

h. Any judgment against the Association;

i. Conveyance or encumbrance of the Common Elements or any portion thereof; and

j. The assignment of the future income of the Association, including its right to receive Common Expense assessments.

12.3. Inspection of Books: The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association subject to reasonable rules promulgated by the Board.

12.4. Financial Statements: The Association shall provide any Eligible Mortgagee which submits a written request with a copy of the annual financial statement.

12.5. Attendance at Meetings: Any representative of an Eligible Mortgagee may attend any meeting which a Unit Owner may attend.

12.6. Right to Cure Default: If any Unit Owner fails to pay any amount required to be paid under the provisions of any Security Interest against such Unit Owner's interest, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien against such interest to secure the repayment of such amount, which lien may be perfected and foreclosed in the manner provided in this Declaration and the Act with respect to liens for failure to pay Common Expense assessments. The foregoing shall not be construed to require the holder of a Security Interest against any Unit to give notice of default under such Security Interest to the Board or to receive permission from the Board to foreclose the lien of such Security Interest.

ARTICLE THIRTEEN: LIMITATION OF LIABILITY

13.1. Common Expenses: The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed for Common Expenses in accordance with the Act, this Declaration, and the By-Laws.

13.2. Liabilities: A Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements but only to the extent of his pro rata share of that liability in the same percentage as his Common Expense Liability, and then in no case shall that liability exceed the value of his Unit. The Association shall at all times maintain insurance as provided in Section 7.6.m hereof insuring each Unit Owner against any liability arising out of his interest in the Common Elements or membership in the Association. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house could be liable for such an occurrence.

ARTICLE FOURTEEN: LIENS

14.1. Against Condominium Property, Units, Common Elements: Liens against the Condominium property, Units, or Common Elements may result only pursuant to section 448.3-117 of the Act:

a. With the exception of liens which may result from the initial construction of this Condominium, and except as provided in subsection b. of this section, no liens of any nature, including without limitation a judgment for money against the Association, shall arise or be created subsequent to the recording of this Restatement of Declaration against the Condominium (as distinguished from individual Units) without the consent of a majority of the Unit Owners. Subsequent to such recording, liens may arise or be created only against individual Units.

b. Unless a Unit Owner has expressly requested or consented to work being performed or material being furnished to his Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same shall be a lien against all Units at the time judgment is entered in proportion to each Owner's Common Expense Liability. No other property of a Unit Owner is subject to claims of creditors of the Association.

c. Notwithstanding subsections a. and b. of this section, if the Association has granted a security interest in the Common Elements of the Association pursuant to section 7.6.o. of this Declaration and section 448.3-112 of the Act, the holder of that Security Interest shall exercise its right against the Common Elements before its judgment lien on any Unit may be enforced.

d. In the event a lien against two (2) or more Units becomes effective, each Owner thereof may release his Unit from the lien by paying the proportionate amount attributable to his Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Unit.

e. A judgment against the Association shall be indexed in the name of the Condominium and the Association and, if so indexed, is notice of the lien against the Units.

14.2. Liens for Assessments.

a. Pursuant to section 448.3-116 of the Act, the Association has a lien on a Unit for any annual assessment levied against that Unit or fines imposed against its Unit Owner from the time the assessment or fine becomes due. The Association's lien may be foreclosed in like manner as a mortgage on real estate or a power of sale under chapter 443, RSMo. Fees, charges, late charges, fines, and interest charged pursuant to section 7.6 plus costs and expenses of litigation and reasonable attorney fees, are enforceable as assessments under this section. If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. The Board may notify any mortgagee of the existence of such liens.

b. A lien under this Section is prior to all other liens and encumbrances on a unit except as provided in subsection 2 of Section 448.3-116 of the Act.

c. This section shall not preclude the Association from bringing an action to collect delinquent assessments and other charges and fees specified in this section and obtaining and executing a judgment against a defaulting Unit Owner as a personal obligation secured by this Declaration.

ARTICLE FIFTEEN: RECONSTRUCTION OR REPAIR AFTER CASUALTY

If any part of the Condominium is damaged by casualty, the reconstruction or repair of such damage shall be determined pursuant to Sections 448.3-113, 448.2-118, and other applicable Sections of the Act.

ARTICLE SIXTEEN: TERMINATION OF CONDOMINIUM

Except in the case of taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of Unit Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated pursuant to section 3.1 of this Declaration. The procedures for termination and all interests shall be determined in accordance with Section 448.2-118 of the Act.

ARTICLE SEVENTEEN: MASTER ASSOCIATION

17.1. The Board may delegate any of the powers described in section 7.6 of this Restatement, but only such powers as are expressly delegated, to a profit or not-for-profit corporation or unincorporated association to exercise such powers for the benefit of the Condominium. In such event, and except as modified in this Article Nineteen, the provisions of this Restatement shall apply to such corporation or unincorporated association.

17.2. The members of the Board have no liability for the acts or omissions of the master association following a delegation made pursuant to this Article.

17.3. The rights and responsibilities of Unit Owners with regard to the Association, including the Board (section 7.5), officers (section 8.2), voting (section 3.1 c, 8.10), meetings (section 8.6), quorums (sections 8.7, 8.8), and notices (Sections 8.11, 12.2), apply in the conduct of the affairs of a master association only to those persons who elect the board of a master association, whether or not such persons are otherwise Unit Owners within the meaning of this Restatement.

17.4. The executive board of the master association shall be elected in any of the following ways:

a. All unit owners of all condominiums subject to the master association may elect all members of that executive board;

b. All members of the executive boards of all condominiums subject to the master association may elect all members of that executive board;

c. All unit owners of each condominium subject to the master association may elect specified members of that executive board; or

d. All members of the executive board of each condominium subject to the master association may elect specified members of that executive board.

ARTICLE EIGHTEEN: MERGER OR CONSOLIDATION

18.1. The Condominium may, by agreement as provided in section 18.2, be merged or consolidated with any one or more condominiums into a single condominium. In the event of a merger or consolidation, unless the agreement otherwise provides, the resultant condominium shall be, for all purposes, the legal successor of all of the pre-existing condominiums and the operations and activities of all associations of the pre-existing condominiums shall be merged or consolidated into a single association which shall hold all powers, rights, obligations, assets, and liabilities of all pre-existing associations.

18.2. An agreement of two or more condominiums to merge or consolidate pursuant to section 18.1 shall be evidenced by an agreement prepared, executed, recorded, and certified by the president of the association of each of the pre-existing condominiums following approval by owners of units to which are allocated the percentage of votes in each condominium required to terminate that condominium. Any such agreement shall be recorded in every county in which a portion of the condominium is located, and is not effective until so recorded.

18.3. Every merger or consolidation agreement shall provide for the reallocation of the allocated interests in the new association among the units of the resultant condominium either (a) by stating such reallocations or the formulas upon which they are based or (b) by stating the percentage of overall allocated interests of the new condominium which are allocated to all of the units comprising each of the pre-existing condominiums, and providing that the portion of such percentages allocated to each unit formerly comprising a part of such pre-existing condominiums shall be equal to the percentages of allocated interests allocated to such unit by the declaration of the pre-existing condominium.

ARTICLE NINETEEN: GENERAL PROVISIONS

19.1. Binding Effect: All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, shall rule perpetually unless terminated as provided herein and shall be binding upon all Unit Owners as hereinafter defined. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Act, the Articles of Incorporation and the By-Laws. Both the burdens imposed and the benefits provided shall run with each Unit and the interests in Common Elements as defined herein.

19.2. Validity:

- a. All provisions of this Declaration and the By-Laws are severable.
- b. The rule against perpetuities shall not be applied to defeat any provision of the Declaration, By-Laws, or rules and regulations adopted pursuant to section 448.3-102 of the Act.
- c. In the event of a conflict between the provisions of the Declaration and the By-Laws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.
- d. Title to a Unit and Common Elements is not rendered unmarketable or otherwise affected by reason of an insubstantial failure of the Declaration to comply with the Act. Whether or not a substantial failure impairs marketability shall not be affected by the Act.

19.3. Eminent Domain:

- a. If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award shall compensate the Unit Owner for his Unit and its interest in the Common Elements whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection is thereafter a Common Element.
- b. Except as provided in subsection (a) of this section, if part of a Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (1) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (2) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.
- c. If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element shall be equally divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition.
- d. The court decree must be recorded in St. Louis County.

19.4. Monuments as Boundaries: The existing physical boundaries of a Unit or the physical boundaries of a Unit reconstructed in substantial accordance with the original plats and plans thereof, become the boundaries of such Unit rather than the metes and bounds expressed in the deed or plat or plan, regardless of vertical or lateral movement of the building, or minor variance between those boundaries shown on the plats or plans or in the deed and those of the building. This section does not relieve a Unit Owner of liability in case of his willful misconduct, nor relieve a Declarant or any other person of liability for failure to adhere to any plats and plans.

19.5. Relief and Remedies: Pursuant to section 448.4-117 of the Act,

- a. If any person subject to the Act fails to comply with any provision of the Act or any provision of the Declaration or Bylaws, any persons or class of persons adversely affected by such failure to comply has a claim for appropriate relief. Punitive damages may be awarded in the

case of a willful, wanton and malicious failure to comply with any provision of the Act. The Court, in an appropriate case, may award reasonable attorney's fees.

b. Should the Association find it necessary to institute legal action to bring about compliance with the Act, this Declaration, the Articles or the By-Laws or the Association's Rules and Regulations, upon a finding by the court that the violation complained of occurred, the defendant Unit Owner shall reimburse the Association for reasonable attorneys' fees, court costs and expenses of litigation incurred by it bringing such action.

19.6. Construction: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Condominium. Whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of plural shall include the singular and the singular shall include the plural.

19.7. Captions: The captions contained in this Declaration or the By-Laws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration or the By-Laws nor the intent of any provision thereof.

19.8. Waiver: No provision contained in this Declaration or By-Laws is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

ARTICLE TWENTY: AMENDMENT OF THE DECLARATION

20.1. By Association. Except as otherwise provided in the Act and this Declaration, this Declaration may be amended only by a vote or agreement of Unit Owners of Units to which at two-thirds of the votes are allocated pursuant to section 3.1 of this Declaration. Every amendment shall be prepared, executed, recorded and certified pursuant to Section 448.2-117 of the Act and section 8.5 of this Declaration. No action to challenge the validity of an amendment adopted by the Association pursuant to this section may be brought more than one year after the amendment is recorded.

20.2. Amendments Required by Certain Mortgagees. There shall automatically be incorporated as part of this Declaration and, where applicable, the Articles and By-Laws of the Association, any and all provisions which now or hereafter may be required by any agency of the United States Government which holds a first Security Interest encumbering a Unit or insures or guarantees to the holder thereof the payment of the same, and the provisions required by any such governmental agency shall supersede any conflicting matters contained in this Declaration, the Articles or By-Laws. Should the governmental agency require an amendment to this Declaration, the Articles or By-Laws, then said amendment may be made and filed by the Association without any requirement of securing the consent of any Unit Owner under section 20.1.

IN WITNESS WHEREOF, the Board of Managers, by its duly authorized officers, has executed this Declaration this 2nd day APRIL, 1987.

WOOD'S GLEN CONDOMINIUM
BOARD OF MANAGERS

By: Thany Mae Whiteaker
President

(NO SEAL)

ATTEST: Helen Butterworth
Secretary

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

On this 2nd day of April, 1987, before me appeared Mary Mae Whitesides, to me personally known, who, being by me duly sworn, did say that she is the President of Wood's Glen Condominium Board of Managers, and that said instrument was signed in behalf of said Wood's Glen Condominium Board of Managers, and that said Mary Mae Whitesides acknowledged said instrument to be her free act and deed.

IN TESTIMONY 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

My Commission Expires:

April 30, 1989

ROBERT J. PARR

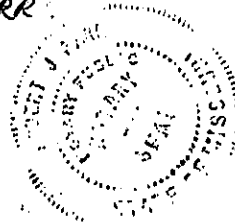


EXHIBIT A

PERCENTAGE OF OWNERSHIP INTEREST IN COMMON ELEMENTS

WOOD'S GLEN CONDOMINIUM PLAT 1

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest</u>
19	A	0.99586
19	B	0.95494

WOOD'S GLEN CONDOMINIUM PLAT 2

12	A	1.04020
12	B	0.75599
12	C	0.83443
12	D	0.83443
12	E	0.74917
12	F	1.04816

WOOD'S GLEN CONDOMINIUM PLAT 3

17	A	0.90605
17	B	0.79351
17	C	0.88445
17	D	0.84125

WOOD'S GLEN CONDOMINIUM PLAT 4

11	A	0.88218
11	B	0.77872
11	C	0.87536
11	D	0.88218

EXHIBIT 4 (Cont'd)

WOOD'S GLEN CONDOMINIUM PLAT 5

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest</u>
15	A	0.88332
15	B	0.73212
15	C	0.88332
15	D	1.02315

WOOD'S GLEN CONDOMINIUM PLAT 6

16	A	0.80942
16	B	0.88218

WOOD'S GLEN CONDOMINIUM PLAT 7

18	A	0.90605
18	B	0.78441
18	C	0.75031
18	D	0.87763

WOOD'S GLEN CONDOMINIUM PLAT 8

14	A	0.87536
14	B	0.76054
14	C	0.81624
14	D	0.81624
14	E	0.76054
14	F	0.88332

EXHIBIT A (Cont'd)

WOOD'S GLEN CONDOMINIUM PLAT 9

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest</u>
13	A	1.04134
13	B	0.78669
13	C	0.82761
13	D	0.84807
13	E	0.74917
13	F	1.04134

WOOD'S GLEN CONDOMINIUM PLAT 10

35	A	0.99586
35	B	0.95494
35	C	0.95494
35	D	1.15502
36	A	0.99586
36	B	0.99586
36	C	0.95494
36	D	1.15502
37	A	1.15502
37	B	0.95494
37	C	0.95494
37	D	0.99586
41	A	1.15502
41	B	0.95494
41	C	0.95494
41	D	1.15502

EXHIBIT A (Cont'd)

WOOD'S GLEN CONDOMINIUM 10 (Cont'd)

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest</u>
42	A	0.99586
42	B	0.95494
42	C	0.99586
42	D	1.15502
43	A	1.15502
43	B	0.99586
43	C	0.95494
43	D	0.99586

WOOD'S GLEN CONDOMINIUM PLAT 11

13415 Land - 1017

4	A Unit 2 (apt)	0.56841
4	B Unit 4 "	0.56841
4	C Unit 1 "	0.56841
4	D Unit 3 "	0.56841
4	E Unit 6 "	0.56841
4	F Unit 8 "	0.56841
4	G Unit 5 "	0.56841
4	H Unit 7 "	0.56841

WOOD'S GLEN CONDOMINIUM PLAT 12

5	A	0.88673
5	B	1.06407
5	C	0.88673
5	D	1.06407

EXHIBIT A (Cont'd)

WOOD'S GLEN CONDOMINIUM PLAT 12 (Cont'd)

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest</u>
6	A	1.06407
6 <i>RICHARDSON</i>	B	0.90947
6	C	0.95494
6	D	1.18230
7	A	1.18230
7	B	0.90947
7	C	1.06407
7	D	0.97767
9	A	1.18230
9	B	0.90947
9	C	0.95494
9	D	1.06407

WOOD'S GLEN CONDOMINIUM PLAT 13

1	A	0.97767
1	B	0.97767
1	C	0.97767
2	A	1.18230
2	B	0.88673
2	C	1.06407
2	D	0.97767

EXHIBIT A (Cont'd)

WOOD'S GLEN CONDOMINIUM PLAT 13 (Cont'd)

<u>Building Number</u>	<u>Unit Number</u>	<u>Percentage Interest</u>
8	A	1.06407
8	B	0.88673
8	C	1.06407
8	D	1.06407
8	E	0.90947
8	F	1.06407
10	A	1.15957
10	B	0.90947
10	C	0.97767
10	D	1.06407

WOOD'S GLEN CONDOMINIUM PLAT 14

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3	A Unit 2	0.56841
3	B Unit 4	0.56841
3	C Unit 1	0.56841
3	D Unit 3	0.56841
3	E Unit 6	0.56841
3	F Unit 8	0.56841
3	G Unit 5	0.56841
3	H Unit 7	0.56841