

Amendment 2

BOOK PAGE
0422005 0270

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED ON
04/22/2005 12:54PM

SHARON QUIGLEY CARPENTER
RECORDER OF DEEDS

PAGES: 5
AMOUNT DUE: \$43.00

Clerk: 1559733020 210091

TITLE:

**Amendment To The Versailles Condominium Declaration Of Condominium Ownership
And By-Laws**

DATE:

April 19, 2005

GRANTOR:

Versailles Condominium Association

GRANTEE: n/a

GRANTOR'S MAILING ADDRESS:

**Versailles Condominium Association
701/709 South Skinker Blvd
Saint Louis, Mo 63105**

GRANTEE'S MAILING ADDRESS: n/a

LEGAL DESCRIPTION:

**(as described on page 1 of the Declaration and depicted on the Plat of the Condominium as
recorded in Plat Book 45, Page 29 of the records of the City of St. Louis, Missouri)**

**Lots Nos. 95 and 96 of DeMun Park, a subdivision according to plat recorded in Plat
Book 21 page 30, and in Block No. 5934 of the City of St. Louis, having an aggregate
front of 175 feet, more or less, on the West line of Skinker Boulevard by a depth
Westwardly of 156 feet 11-1/2 inches, more or less, on the South line of said Lot No.
96, and 150 feet 3-3/4 inches, more or less, on the North line of said Lot No. 95, to
the East line of a North and South alley; bounded North by the South line of
Rosebury Avenue and South by the North line of Lot No. 97 of DeMun Park, a
subdivision as aforesaid.**

REFERENCE BOOK & PAGE NUMBER:

Book 257, Page 1127

10/19/2004

**AMENDMENT TO
THE VERSAILLES CONDOMINIUM
DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS**

THIS AMENDMENT is made this 19 day of APRIL, 2005 by the Unit Owners as Members of Versailles Condominium Association ("Association"). KKICP

WITNESSETH:

WHEREAS, The Versailles Condominium was created under the Missouri Condominium Property Act, Sections 448.005 to 448.210, RSMo, and applicable provisions of the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo ("Acts"), by virtue of "The Versailles Condominium Declaration of Condominium Ownership and By-Laws," as recorded on January 6, 1981 in Book 257, Page 1127 of the records of the City of St. Louis, Missouri, as may be amended ("Declaration"); and

WHEREAS, the real property comprising the Condominium and subject to the Declaration is more particularly described on page 1 of the Declaration and depicted on the Plat of the Condominium as recorded in Plat Book 45, Page 29 of the records of the City of St. Louis, Missouri; and

WHEREAS, Section 8 of Article XIV of the Declaration authorizes amendment of the Declaration by approval of seventy-five percent (75%) of the Owners with notice to the holders of first deeds of trust against the Units, and

WHEREAS, the Missouri Uniform Condominium Act ("UCA") allows adoption of any of its provisions by amendment of the Declaration, provided that such amendment is adopted in accordance with the existing amendment provisions of the Declaration; and

WHEREAS, the Unit Owners of the Condominium as members of the Association, desire and intend to amend the Declaration to adopt the amendment procedures contained in the UCA for the Declaration, as hereinafter set forth.

NOW THEREFORE, the Association, in compliance with Section 8 of Article XIV of the Declaration, amends the Declaration as follows:

A. *Section 8 of Article XIV is hereby deleted in its entirety, and a new Section 8 inserted in lieu thereof, to read as follows:*

"ARTICLE SIXTEEN: AMENDMENT

8. Amendments. "The Declaration and By-Laws may be amended as follows:

“(a) Declaration -- General: The amendment procedures contained in Section 448.2-117 of the UCA are hereby adopted, as follows: Except in cases of amendments that may be executed by the Association under Section 448.1-107 of the UCA, or by certain Unit Owners under Section 448.2-112 of the UCA, this Declaration, including the Plat, may be amended only by vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes are allocated.

“(1) Limitation of Challenges: No action to challenge the procedural validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

“(2) Special Amendments: Except to the extent expressly permitted or required by other provisions of the UCA, no amendment may create or increase special declarant rights, increase the number of units, or change allocated interests of a Unit, or the restriction that each residential Unit may be used solely for residential purposes, in the absence of unanimous consent of the Unit Owners.

“(b) By-Laws. Notwithstanding anything to the contrary in this Declaration Articles V, VI and VII of the Declaration, which contain By-Laws provisions and are referred to herein as the “By-Laws,” may be amended by a majority of all the Owners as provided in Section 448.3-106 of the UCA. Said By-Laws, or portions thereof, may be located in a separate document and need not be recorded.

“(c) Board Amendments: Notwithstanding anything to the contrary in this Section 8, the Board is authorized to amend this Declaration or the By-Laws to correct drafting or technical errors or to bring the Condominium into compliance with conditions imposed by lenders providing government insured loans.

“(d) Execution of Amendments: An amendment to the Declaration required by the UCA to be recorded by the Association, which has been adopted in accordance with this Declaration and the UCA, shall be executed on behalf of the Association by the President and certified by the Secretary, or by such other officers as may be designated by Board resolution.

“(e) Recordation of Amendments: Each amendment to the Declaration shall be recorded in the City of St. Louis and the amendment is effective only upon recording, unless otherwise expressly provided in the amendment.”

B. *The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption and, by their signatures below, do certify that this Amendment has been duly approved as provided in Section 8 of Article XIV of the Declaration.*

C. *This Amendment shall be effective upon its recording in the records of the City of St. Louis, Missouri, and shall apply to events and circumstances occurring after said recording date.*

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Amendment 2

BOOK PAGE
08 04 2005 03 26 PM

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED ON
08/04/2005 03:26PM
SHARON QUIGLEY CARPENTER

RECORDER OF DEEDS
PAGES: 7
AMOUNT DUE: \$53.00
Clerk: 362220239 239615

RECORDING MEMORANDUM

Instrument: Amendment to the Versailles Condominium Declaration of Ownership
and By-Laws
Re-Recording to include Affidavit of Notice

Grantor: Unit Owners of Versailles Condominium Association
701 South Skinker Boulevard
St. Louis, MO 63105

Grantee: Versailles Condominium Association
701 South Skinker Boulevard
St. Louis, MO 63105

Date: August 4, 2005

County: St. Louis City, Missouri

Return to: Mr. Marvin J. Nodiff
Law Office of Marvin J. Nodiff, P.C.
500 N. Skinker Boulevard
St. Louis, MO 63130
(314) 727-8989

BOOK ~~0422005~~ PAGE ~~0270~~

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED ON
04/22/2005 12:54PM

SHARON QUIGLEY CARPENTER
RECORDER OF DEEDS

PAGES: 3
AMOUNT DUE: \$43.00

Clerk: 1559733028 210091

TITLE:
Amendment To The Versailles Condominium Declaration Of Condominium Ownership
And By-Laws

DATE:
April 19, 2005

GRANTOR:
Versailles Condominium Association

GRANTEE: n/a

GRANTOR'S MAILING ADDRESS:
Versailles Condominium Association
701/709 South Skinker Blvd
Saint Louis, Mo 63105

GRANTEE'S MAILING ADDRESS: n/a

LEGAL DESCRIPTION:
(as described on page 1 of the Declaration and depicted on the Plat of the Condominium as recorded in Plat Book 45, Page 29 of the records of the City of St. Louis, Missouri)
Lots Nos. 95 and 96 of DeMun Park, a subdivision according to plat recorded in Plat Book 21 page 30, and in Block No. 5934 of the City of St. Louis, having an aggregate front of 175 feet, more or less, on the West line of Skinker Boulevard by a depth Westwardly of 156 feet 11-1/2 inches, more or less, on the South line of said Lot No. 96, and 150 feet 3-3/4 inches, more or less, on the North line of said Lot No. 95, to the East line of a North and South alley; bounded North by the South line of Rosebury Avenue and South by the North line of Lot No. 97 of DeMun Park, a subdivision as aforesaid.

REFERENCE BOOK & PAGE NUMBER:
Book 257, Page 1127

AMENDMENT TO
THE VERSAILLES CONDOMINIUM
DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS

THIS AMENDMENT is made this 19th day of April, 2005, by the Unit Owners as Members of Versailles Condominium Association ("Association").

WITNESSETH:

WHEREAS, The Versailles Condominium was created under the Missouri Condominium Property Act, Sections 448.005 to 448.210, RSMo, and applicable provisions of the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo ("Acts"), by virtue of "The Versailles Condominium Declaration of Condominium Ownership and By-Laws," as recorded on January 6, 1981 in Book 257, Page 1127 of the records of the City of St. Louis, Missouri, as may be amended ("Declaration"); and

WHEREAS, the real property comprising the Condominium and subject to the Declaration is more particularly described on page 1 of the Declaration and depicted on the Plat of the Condominium as recorded in Plat Book 45, Page 29 of the records of the City of St. Louis, Missouri; and

WHEREAS, Section 8 of Article XIV of the Declaration authorizes amendment of the Declaration by approval of seventy-five percent (75%) of the Owners with notice to the holders of first deeds of trust against the Units, and

WHEREAS, the Missouri Uniform Condominium Act ("UCA") allows adoption of any of its provisions by amendment of the Declaration, provided that such amendment is adopted in accordance with the existing amendment provisions of the Declaration; and

WHEREAS, the Unit Owners of the Condominium as members of the Association, desire and intend to amend the Declaration to adopt the amendment procedures contained in the UCA for the Declaration, as hereinafter set forth.

NOW THEREFORE, the Association, in compliance with Section 8 of Article XIV of the Declaration, amends the Declaration as follows:

A. Section 8 of Article XIV is hereby deleted in its entirety, and a new Section 8 inserted in lieu thereof, to read as follows:

"ARTICLE SIXTEEN: AMENDMENT

8. Amendments. "The Declaration and By-Laws may be amended as follows:

“(a) Declaration -- General: The amendment procedures contained in Section 448.2-117 of the UCA are hereby adopted, as follows: Except in cases of amendments that may be executed by the Association under Section 448.1-107 of the UCA, or by certain Unit Owners under Section 448.2-112 of the UCA, this Declaration, including the Plat, may be amended only by vote or agreement of the Owners of Units to which at least sixty-seven percent (67%) of the votes are allocated.

“(1) Limitation of Challenges: No action to challenge the procedural validity of an amendment adopted by the Association pursuant to this Section may be brought more than one (1) year after the amendment is recorded; otherwise, such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provision of this Declaration.

“(2) Special Amendments: Except to the extent expressly permitted or required by other provisions of the UCA, no amendment may create or increase special declarant rights, increase the number of units, or change allocated interests of a Unit, or the restriction that each residential Unit may be used solely for residential purposes, in the absence of unanimous consent of the Unit Owners.

“(b) By-Laws. Notwithstanding anything to the contrary in this Declaration Articles V, VI and VII of the Declaration, which contain By-Laws provisions and are referred to herein as the “By-Laws,” may be amended by a majority of all the Owners as provided in Section 448.3-106 of the UCA. Said By-Laws, or portions thereof, may be located in a separate document and need not be recorded.

“(c) Board Amendments: Notwithstanding anything to the contrary in this Section 8, the Board is authorized to amend this Declaration or the By-Laws to correct drafting or technical errors or to bring the Condominium into compliance with conditions imposed by lenders providing government insured loans.

“(d) Execution of Amendments: An amendment to the Declaration required by the UCA to be recorded by the Association, which has been adopted in accordance with this Declaration and the UCA, shall be executed on behalf of the Association by the President and certified by the Secretary, or by such other officers as may be designated by Board resolution.

“(e) Recordation of Amendments: Each amendment to the Declaration shall be recorded in the City of St. Louis and the amendment is effective only upon recording, unless otherwise expressly provided in the amendment.”

B. *The President and Secretary of the Association are authorized to execute and record this Amendment upon its adoption and, by their signatures below, do certify that this Amendment has been duly approved as provided in Section 8 of Article XIV of the Declaration.*

C. *This Amendment shall be effective upon its recording in the records of the City of St. Louis, Missouri, and shall apply to events and circumstances occurring after said recording date.*

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IN WITNESS WHEREOF, The Versailles Condominium Association, acting by and through its duly authorized officers, has executed this Amendment on the day and year first above written.

VERSAILLES CONDOMINIUM ASSOCIATION,
a Missouri nonprofit corporation,

By:


President KENNETH KRIPPNER

[No Seal]

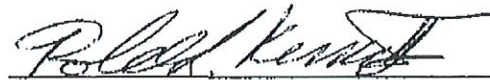
Attest:


Secretary

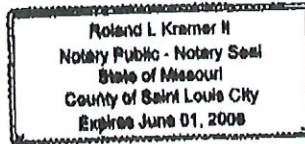
STATE OF MISSOURI)
) SS
CITY OF ST. LOUIS)

On this 19th day of APRIL, 2004, before me appeared KENNETH KRIPPNER, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Versailles Condominium Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed in behalf of said corporation, and that said President acknowledged said instrument to be his/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: JUNE 01, 2008




~~END OF DOCUMENT
PAGES 1 THROUGH 5~~

VERSAILLES CONDOMINIUM ASSOCIATION

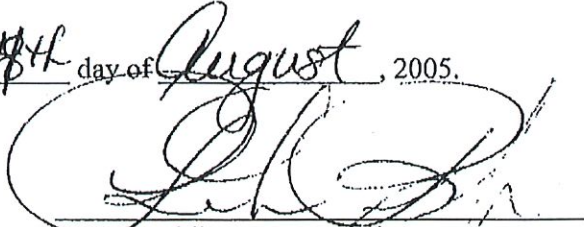
**AFFIDAVIT
OF
NOTICE TO MORTGAGEES**

COMES NOW Marvin J. Nodiff, Attorney at Law, and for his affidavit of Notice to Mortgagees, states:

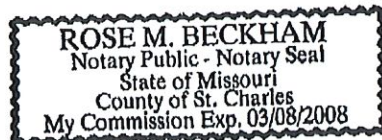
1. I am an attorney licensed to practice law in the State of Missouri with offices at 500 North Skinker Blvd., St. Louis, MO 63130, and have been retained to provide services to Versailles Condominium Association.
2. The Association desires and intends to amend the Versailles Condominium Declaration of Condominium Ownership and By-Laws ("Declaration").
3. The procedures for amendment include notice to the mortgagees of units and an affidavit certifying that such notice was furnished at least ten (10) days prior to recording the Amendment.
4. The owners have provided to me the names and addresses of their respective mortgagees.
5. I hereby certify that I have provided written notice of the Amendment approved by the owners to each of said mortgagees in accordance with the names and addresses provided by the owners not less than ten (10) days prior to the recording of this Amendment.
6. The foregoing facts are true to the best of my knowledge, information and belief.


Marvin J. Nodiff (MBE# 37506)

Subscribed and sworn to before me this 14th day of August, 2005.


Notary Public

My Commission Expires:



END OF DOCUMENT
PAGES 1 THROUGH 2B

Amendment #3

BOOK PAGE
257 1127

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED ON
09/06/2005 11:02AM

SHARON QUIGLEY CARPENTER
RECORDER OF DEEDS

PAGES: 3
AMOUNT DUE: \$33.00

Clerk:
15597330200000 250343

TITLE:

**Amendment To The Versailles Condominium Declaration Of Condominium Ownership
And By-Laws -- Borrowing by the Board**

DATE:

September 6, 2005

GRANTOR:

Versailles Condominium Association

GRANTEE: n/a

GRANTOR'S MAILING ADDRESS:

**Versailles Condominium Association
701/709 South Skinker Blvd
Saint Louis, Mo 63105**

GRANTEE'S MAILING ADDRESS: n/a

LEGAL DESCRIPTION:

(as described on page 1 of the Declaration and depicted on the Plat of the Condominium as recorded in Plat Book 45, Page 29 of the records of the City of St. Louis, Missouri)

Lots Nos. 95 and 96 of DeMun Park, a subdivision according to plat recorded in Plat Book 21 page 30, and in Block No. 5934 of the City of St. Louis, having an aggregate front of 175 feet, more or less, on the West line of Skinker Boulevard by a depth Westwardly of 156 feet 11-1/2 inches, more or less, on the South line of said Lot No. 96, and 150 feet 3-3/4 inches, more or less, on the North line of said Lot No. 95, to the East line of a North and South alley; bounded North by the South line of Rosebury Avenue and South by the North line of Lot No. 97 of DeMun Park, a subdivision as aforesaid.

REFERENCE BOOK & PAGE NUMBER:

Book 257, Page 1127

**AMENDMENT TO
THE VERSAILLES CONDOMINIUM
DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS**

THIS AMENDMENT is made this 6TH day of SEPTEMBER, 2005, by the Unit Owners as Members of Versailles Condominium Association ("Association").

WITNESSETH

WHEREAS, The Versailles Condominium was created under the Missouri Condominium Property Act, Sections 448.005 to 448.210, RSMo, and applicable provisions of the Missouri Uniform Condominium Act, Sections 448 1-101 to 448.4-120, RSMo ("Acts"), by virtue of "The Versailles Condominium Declaration of Condominium Ownership and By-Laws," as recorded on January 6, 1981 in Book 257, Page 1127 of the records of the City of St Louis, Missouri, as may be amended ("Declaration"), and

WHEREAS, the real property comprising the Condominium and subject to the Declaration is more particularly described on page 1 of the Declaration and depicted on the Plat of the Condominium as recorded in Plat Book 45, Page 29 of the records of the City of St Louis, Missouri, and

WHEREAS, Section 8 of Article XVI of the Declaration authorizes amendment of the Declaration by approval of sixty-seven percent (67%) of the Owners, and

WHEREAS, the Owners of the Condominium as members of the Association, desire and intend to amend the Declaration to facilitate the process of borrowing by the Board of Managers, as more particularly set forth herein below

NOW THEREFORE, the Declaration is amended as follows

A Section 5 of Article XIV is hereby deleted in its entirety and a new section 5 inserted in lieu thereof, to read as follows

**"ARTICLE XVII:
BORROWING BY THE BOARD**

"5. Borrowing by the Board. The Board of Managers may borrow money or enter into contracts for repairs or improvements of common elements calling for deferred payments. If such indebtedness exceeds ten thousand dollars (\$10,000) and is payable more than 90 days from the completion of the repairs or improvements, the following conditions must be met:

"a) Such Borrowing must be authorized in writing by at least sixty-seven percent (67%) of the Unit Ownership.

"b) The Board shall increase assessments, if necessary, in amount sufficient to meet such obligations as they come due.

"c) Full disclosure of terms and sources for such obligation and increased assessment, if any, must be made a part of the minutes of the Board of Managers and distributed to all owners in a timely fashion.

"At the time any owner enters into a contract to sell a Unit, the owner shall give notice to the buyer of such borrowing and the amount and duration of any increased assessments therefore, as declared by the Board. If the seller fails to so notify the purchaser, he shall be liable

Amendment 4

BOOK PAGE
02 10 2006 02 23 PM

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED ON
02/10/2006 02:23PM

SHARON QUIGLEY CARPENTER
RECORDER OF DEEDS

PAGES: 5
AMOUNT DUE: \$68.00

Clerk:
1559733020000 296116

Sharon Quigley Carpenter
RECORDER OF DEEDS, CITY OF ST. LOUIS
RECORDING CERTIFICATION SHEET
NON-STANDARD FORMAT

Per compliance with Section 59.313.3 Revised Statutes of Missouri, the Recorder of Deeds has added this page to your document and you have been charged the fee of \$25.00 for submitting a document in Non-Standard Format.

2sided Doc

TITLE:

**Amendment To The Versailles Condominium Declaration Of Condominium Ownership
And By-Laws – Leasing**

DATE:

February 7, 2006

GRANTOR:

Versailles Condominium Association

GRANTEE: n/a

GRANTOR'S MAILING ADDRESS:

**Versailles Condominium Association
701/709 South Skinker Blvd
Saint Louis, Mo 63105**

GRANTEE'S MAILING ADDRESS: n/a

LEGAL DESCRIPTION:

(as described on page 1 of the Declaration and depicted on the Plat of the Condominium as recorded in Plat Book 45, Page 29 of the records of the City of St. Louis, Missouri)

Lots Nos. 95 and 96 of DeMun Park, a subdivision according to plat recorded in Plat Book 21 page 30, and in Block No. 5934 of the City of St. Louis, having an aggregate front of 175 feet, more or less, on the West line of Skinker Boulevard by a depth Westwardly of 156 feet 11-1/2 inches, more or less, on the South line of said Lot No. 96, and 150 feet 3-3/4 inches, more or less, on the North line of said Lot No. 95, to the East line of a North and South alley; bounded North by the South line of Rosebury Avenue and South by the North line of Lot No. 97 of DeMun Park, a subdivision as aforesaid.

REFERENCE BOOK & PAGE NUMBER:

Book 257, Page 1127

**AMENDMENT TO
THE VERSAILLES CONDOMINIUM
DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS**

THIS AMENDMENT is made this 7 day of FEBRUARY, 2006, by the Unit Owners as Members of Versailles Condominium Association ("Association").

WITNESSETH:

WHEREAS, The Versailles Condominium was created under the Missouri Condominium Property Act, Sections 448.005 to 448.210, RSMo, and applicable provisions of the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo ("Acts"), by virtue of "The Versailles Condominium Declaration of Condominium Ownership and By-Laws," as recorded on January 6, 1981 in Book 257, Page 1127 of the records of the City of St. Louis, Missouri, as may be amended ("Declaration"); and

WHEREAS, the real property comprising the Condominium and subject to the Declaration is more particularly described on page 1 of the Declaration and depicted on the Plat of the Condominium as recorded in Plat Book 45, Page 29 of the records of the City of St. Louis, Missouri; and

WHEREAS, Section 8 of Article XVI of the Declaration authorizes amendment of the Declaration by approval of sixty-seven percent (67%) of the Owners, and

WHEREAS, THE Missouri Uniform Condominium Act ("UCA") allows adoption of any of its provisions by amendment of the Declaration, provided that such amendment is adopted in accordance with the existing amendment provisions of the Declaration; and

WHEREAS, the Owners of the Condominium as members of the Association, desire and intend to amend the Declaration to promote the residential character of the community and to foster owner occupancy and reduce the number of leased Units by prohibiting the sale of Units in the future to any person other than Owner-occupants, as more particularly set forth herein below.

NOW THEREFORE, the Declaration is amended as follows:

A. *A new Article, to be known as Article XV, relating to leasing of Units, is adopted to read as follows:*

"ARTICLE XV
LEASING

"15.1. Restrictions on Leasing. The Association deems it to be in the best interests of the entire community as a whole to preserve the Condominium as a community in which the Units are owned by Owner-occupants. Accordingly, and notwithstanding any provision of Article X to the contrary, the purpose of this provision is to foster Owner-occupancy and thereby improve stability among residents, inhibit transiency and safeguard the value of investment, by prohibiting future sales of Units to investor-Owners after the Effective Date. Any Owner who owns his Unit on the Effective Date will continue to have the right to lease his Unit, subject to certain regulations on leasing contained herein.

The provisions of this Article shall be effective on the date thirty (30) days after the recording date of this amendment (the "Effective Date").

"(a) As of the Effective Date, no Person who acquires title to a Unit, regardless of the manner in which title may be acquired (including a mortgage holder by foreclosure or deed in lieu), shall lease his Unit except as provided in this Article. For the purposes hereof, a Unit shall

January 16, 2006

NOTICE OF PROPOSED AMENDMENT

To: All Owners, The Versailles Condominium Association

From: Board of Managers

Re: **Proposed Amendment to the Declaration**

Attached, please find a proposed amendment which would promote the residential character of the Condominium and reduce the number of leased units in the future. The Board strongly encourages that you review and approve this measure.

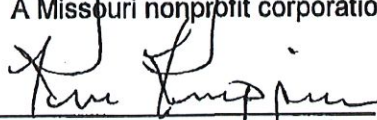
Also please find a ballot for your use in voting on this measure. Please note that "record owner(s)" must sign, which simply means that each person (or entity) currently listed on your deed must sign the ballot.

Summary of the Amendment. Nearly every financial organization approaches a multiple resident facility with hesitation, knowing that there are certain risks. The experience of many suggests that those risks can be reduced by limiting exposure to rental facilities and staying with owner-occupied residences. Questions on insurance applications made by the Condo Association and on applications made by buyers and owners for mortgage or refinancing, nearly always ask about the number of units occupied by owners and the number occupied by renters. Several Federally guaranteed loans are not available in facilities where the rentals reach or exceed 10%. Excluding some forms of financing, necessarily excludes a certain fraction of the potential buyers. Fewer buyers must translate into lower demand which must, in turn, result in lower property values. In adopting the proposed amendment, units sold after the amendment becomes effective cannot be leased by those new owners except in special circumstances relating either to family members or temporary hardship.

Please fill out your Ballot and return it within ten (10) days. Because approval requires affirmative response from 67% of the ownership, failure to vote has the effect of rejection. If you have any questions, please feel free to contact one of the Board members. We encourage your support, and appreciate your participation in this important process.

Board of Managers
The Versailles Condominium Association,
A Missouri nonprofit corporation,

By: _____


Ken Krippner, President

not be deemed as leased if it is occupied by siblings, parents or children of the record Owner or by the beneficiary of a family trust if the record Owner of the Unit is such a trust.

"(b) Any contract for the purchase of a Unit shall be exempt from this Section 15.1 if the acceptance date of said contract is prior to the Effective Date.

"(c) Nothing in this section 15.1 shall be construed to impair the right of any Owner on the Effective Date to lease his Unit after the Effective Date, and to continue to enjoy such right so long as he is the Owner of said Unit, subject to the regulations contained in Section 15.2.

"15.2 Regulations on Leases. Any lease agreement permitted under this Article after the Effective Date shall be in writing and, whether or not expressly set forth in the agreement, shall be deemed to include the following provisions:

"(a) the lease and tenant shall be subject to the purposes set forth in Section 1 of Article IX and all other provisions of the Acts and this Declaration and Association rules and regulations ("Governing Documents"),

"(b) any violation of the Acts or the Governing Documents shall be deemed a default of the lease,

"(c) the lease shall have a minimum initial term of twelve (12) months,

"(d) no Unit shall be leased for transient or hotel purposes,

"(e) not less than the entire Unit shall be leased,

"(f) the Owner appoints the Association, acting through the Board, as his/her attorney-in-fact to enforce any violation by the tenant, except for nonpayment of rent,

"(g) the Owner shall furnish a copy of the lease and the names of all tenants to the Board at least five (5) days prior to the commencement date of the lease, and the Board shall have the right to review the lease to determine compliance with the Acts and Governing Documents,

"(h) the Owner shall furnish a complete copy of the Governing Documents to the tenant and afford the tenant a period of five (5) days to rescind the lease agreement, and

"(i) the Board may provide a form lease addendum to facilitate compliance with this Section 15.2.

"15.3 Any Unit owned by the Association shall be exempt from the provisions of this Article.

"15.4 Waiver. Upon written application by an Owner, the Board may waive any provision of Section 15.1 for a reasonable period of time in the event of unforeseen circumstances, hardship, or other good cause shown by the Owner. Any such waiver shall be set forth in writing and signed by the Owner and the Board.

"15.5 Administrative Charges; Security Deposits. As provided in subdivisions (1) and (6) of subsection 448.3-102.1 of the Acts and Section 14(m) of Article VI of this Declaration, the Board is authorized to adopt reasonable rules, including reasonable charges for administration, inspections relating to change in occupancy, and other reasonable administrative charges, to implement the

Amendment 5

**BOOK PAGE
01062023-0122**

**RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED-CERTIFIED ON
01/06/2023 03:23 PM**

**MICHAEL BUTLER
RECORDER OF DEEDS**

**PAGES: 38
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DOCUMENT COVER SHEET

Date of Document: December 29, 2022

Title of Document: Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws

Grantor: Versailles Condominium Association

Grantor's Address: 709 S. Skinker Blvd., Unit 801
St. Louis, Missouri 63105

Grantee: Versailles Condominium Association

Grantee's Address: 709 S. Skinker Blvd., Unit 801
St. Louis, Missouri 63105

Legal Description: See Exhibit A of Attachment A

Reference Book and Page: Book 257, Page 1127

After recording return to:
Stephen G. Davis, Esq.
Carmody MacDonald, P.C.
120 S. Central Ave., Suite 1800
St. Louis, MO 63105

ATTACHMENT A

[See Attached Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws]

**AMENDMENT TO THE VERSAILLES CONDOMINIUM DECLARATION OF
CONDOMINIUM OWNERSHIP AND BY-LAWS**

The undersigned Unit Owners, pursuant to The Versailles Condominium Declaration (as defined below) of Condominium Ownership and By-Laws, do hereby consent to and approve this Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws (this "*Amendment*") which such Amendment amends the Declaration and is effective upon recording in the Office of the Recorder of Deeds for St. Louis City, Missouri.

RECITALS

WHEREAS, the real estate described on Exhibit A, attached hereto and incorporated herein, known as The Versailles Condominium is subject to The Versailles Condominium Declaration of Condominium Ownership and By-Laws, recorded in Book 257, Page 1127 of the St. Louis City, Missouri, Recorder's Office (as amended from time to time, collectively, the "*Declaration*").

NOW THEREFORE, pursuant to Article XIV, Section 8 of the Declaration, the undersigned, constituting the consent and approval of more than sixty-seven percent (67%) of all the Unit Owners, hereby consent, approve and vote in favor of amending the Declaration as set forth herein. Capitalized terms used but not defined in this Amendment shall have the meanings assigned thereto in the Declaration.

1. Amendments.

a. The following new Article VI, Section 14(o) is added:

"(o) Notwithstanding anything contained in this Declaration to the contrary, the Board shall have the authority to: (i) borrow money; (ii) pledge and pay assessments, and any and all other revenue and income for such purpose; (iii) make contracts and incur liabilities and other obligations; and (iv) assign the rights to future income, including the right to receive assessments."

2. Full Force and Effect. Except as specifically amended hereby, all of the terms and conditions of the Declaration shall remain in full force and effect, and the same are hereby ratified and confirmed.

3. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

EXHIBIT A

Legal Description

Lots Nos. 95 and 96 of DeMun Park, a subdivision according to plat recorded in Plat Book 21, page 30, and in Block No. 5934 of the City of St. Louis, having an aggregate front of 175 feet, more or less, on the West line of Skinker Boulevard by a depth Westwardly of 156 feet 11-1/2 inches, more or less, on the South line of said Lot No. 96, and 150 feet 3-3/4 inches, more or less, on the North line of said Lot No. 95, to the East line of a North and South alley; bounded North by the South line of Rosebury Avenue and South by the North line of Lot No. 97 of DeMun Park, a subdivision, as aforesaid.

ATTACHMENT B

*[See Attached Resolution of the Unit Owners in Favor of
the Declaration Amendment.]*

Complete record of unit
signers maintained with
Associations records.

Amendment 4

BOOK PAGE
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MICHAEL BUTLER
RECORDER OF DEEDS

PAGES: 43
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DOCUMENT COVER SHEET

Date of Document:

March 13, 2024

Title of Document:

Amendment to The Versailles Condominium Declaration of
Condominium Ownership and By-Laws

Grantor:

Versailles Condominium Association

Grantor's Address:

701 S. Skinker Blvd., Unit 104
St. Louis, MO 63105

Grantee:

Versailles Condominium Association

Grantee's Address:

701 S. Skinger Blvd., Unit 104
St. Louis, MO 63105

Legal Description:

See Exhibit A of Attachment A

Reference Book and Page:

Book 257, Page 1127

After recording return to:

Stephen G. Davis, Esq.
Carmody MacDonald, P.C.
120 S. Central Ave., Suite 1800
St. Louis, MO 63105

AMENDMENT TO THE VERSAILLES CONDOMINIUM DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS

Attached hereto as Attachment A is the Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws (the "Declaration Amendment"), which was adopted by a resolution and written consent of the Unit Owners of Versailles Condominium Association, which such written consents are attached hereto as Attachment B and which constitute the approval of more than sixty-seven percent (67%) of the votes of all of the Unit Owners of Versailles Condominium Association, as required by Article XIV, Section 8 of The Versailles Condominium Declaration of Condominium Ownership and By-Laws, recorded on January 6, 1981 in Book 257, Page 1127 of the St. Louis City, Missouri Recorder's Office, as amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated April 19, 2005 and recorded in Book 04222005, Page 0270 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated August 4, 2005 and recorded in Book 08042005, Page 0354 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated September 6, 2005 and recorded in Book 09062005, Page 0129 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated February 7, 2006 and recorded in Book 02102006, Page 0271 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated December 29, 2022 and recorded in Book 01062023, Page 0122 of the St. Louis City, Missouri, Recorder's Office (as amended from time to time, collectively, the "Declaration"). The Declaration Amendment amends the Declaration and is effective upon its recording in the Office of the Recorder of Deeds for St. Louis City, Missouri.

VERSAILLES CONDOMINIUM ASSOCIATION
a Missouri nonprofit corporation

By: Jeanne M. Scannell
Name: Jeanne M. Scannell
Title: Treasurer

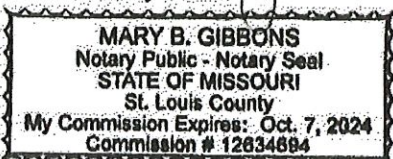
STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this 13th day of March, 2024, before me appeared Jeanne Scannell, the Treasurer of Versailles Condominium Association, a Missouri nonprofit corporation, known to me to be the person who executed the within instrument on behalf of said Missouri nonprofit corporation and acknowledged that he/she executed the same for the purposes therein contained.

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

My term expires:
Oct 7, 2024

Mary B. Gibbons
Notary Public



ATTACHMENT A

[See Attached Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws]

**AMENDMENT TO THE VERSAILLES CONDOMINIUM DECLARATION OF
CONDOMINIUM OWNERSHIP AND BY-LAWS**

The undersigned Unit Owners, pursuant to The Versailles Condominium Declaration (as defined below) of Condominium Ownership and By-Laws, do hereby consent to and approve this Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws (this "*Amendment*") which such Amendment amends the Declaration (as defined below) and is effective upon recording in the Office of the Recorder of Deeds for St. Louis City, Missouri.

RECITALS

WHEREAS, the real estate described on Exhibit A, attached hereto and incorporated herein, known as The Versailles Condominium is subject to The Versailles Condominium Declaration of Condominium Ownership and By-Laws, recorded in Book 257, Page 1127 of the St. Louis City, Missouri, Recorder's Office, as amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated April 19, 2005 and recorded in Book 04222005, Page 0270 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated August 4, 2005 and recorded in Book 08042005, Page 0354 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated September 6, 2005 and recorded in Book 09062005, Page 0129 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated February 7, 2006 and recorded in Book 02102006, Page 0271 of the St. Louis City, Missouri, Recorder's Office, as further amended by that certain Amendment to The Versailles Condominium Declaration of Condominium Ownership and By-Laws dated December 29, 2022 and recorded in Book 01062023, Page 0122 of the St. Louis City, Missouri, Recorder's Office (as amended from time to time, collectively, the "*Declaration*").

NOW THEREFORE, pursuant to Article XIV, Section 8 of the Declaration, the undersigned, constituting the consent and approval of more than sixty-seven percent (67%) of all the Unit Owners, hereby consent, approve and vote in favor of amending the Declaration as set forth herein. Capitalized terms used but not defined in this Amendment shall have the meanings assigned thereto in the Declaration.

1. Amendment. Article IX, Section 5 of the Declaration is hereby deleted in its entirety and replaced with the following:

“5. Pets. No animals, livestock, rabbits, goats, hogs, pigeons, or poultry of any kind shall be raised, bred, or kept in any Unit or otherwise on the Property, except that dogs, cats, or other domestic household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes whatsoever. Fish maintained in a household aquarium shall not constitute “animals” hereunder. Pets permitted to be kept hereunder shall be subject to the following rules and regulations:

(a) There shall be no more than two (2) pets kept per Unit;

(b) Pets shall be kept on a leash or otherwise confined at all times while outside of a Unit;

(c) There shall be no structures for pets outside of a Unit at any time;

(d) Pets shall not cause a nuisance to other Owners;

(e) Pet owners shall be solely responsible for any damage to the Unit or other Condominium Property caused by such Owner's pet;

(f) Pet owners shall be responsible for cleaning up after their pets immediately whether within the Owner's Unit or on other Condominium Property.

The Board shall have the power to enforce these regulations through monetary fines and shall otherwise have the power to amend or add to these regulations through a pet policy adopted by the Board from time to time in their sole discretion.”

2. Full Force and Effect. Except as specifically amended hereby, all of the terms and conditions of the Declaration shall remain in full force and effect, and the same are hereby ratified and confirmed.

3. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

EXHIBIT A

Legal Description

Lots Nos. 95 and 96 of DeMun Park, a subdivision according to plat recorded in Plat Book 21, page 30, and in Block No. 5934 of the City of St. Louis, having an aggregate front of 175 feet, more or less, on the West line of Skinker Boulevard by a depth Westwardly of 156 feet 11-1/2 inches, more or less, on the South line of said Lot No. 96, and 150 feet 3-3/4 inches, more or less, on the North line of said Lot No. 95, to the East line of a North and South alley; bounded North by the South line of Rosebury Avenue and South by the North line of Lot No. 97 of DeMun Park, a subdivision, as aforesaid.

ATTACHMENT B

*[See Attached Resolution of the Unit Owners in Favor of
the Declaration Amendment.]*

Complete record of unit synopses
maintained on Association records