

**BYLAWS OF
THE HARTFORD PLACE CONDOMINIUMS
UNIT OWNERS' ASSOCIATION, Revised 5/4/2014**

ARTICLE I - OFFICE

The principal offices of The Hartford Place Condominiums Unit Owners' Association ("Association") shall be located in the County of St. Louis, Missouri. The Association may have offices at such other places, both within and without the State of Missouri, as the Board may from time to time designate. The Executive Board identified in the Declaration is hereby also identified as the Board and the two boards are one in the same.

ARTICLE II - SEAL

The Association shall initially have no seal.

ARTICLE III - MEMBERS

Section 3-1. Number of Members; Voting Rights: The total number of members ("Member" or "Members") shall be two, including one for each unit (the "Units"). The fee owner of each record Unit in The Hartford Place Condominiums (the "Condominium") shall be entitled to one (1) such membership, which membership shall be appurtenant to and in conjunction with the ownership of such Unit(s). If any Unit is owned by more than one (1) person, such owners, collectively, shall be entitled to only one (1) membership per Unit. Any conveyance or change of ownership of any Unit shall carry with it membership in the Association. No Member shall have a right to convey his or her membership in the Association except as an incident to the conveyance of ownership of a Unit. Each Member shall be entitled to one (1) vote in all matters which the Board may be required or may determine to submit to the Members for a vote. In the absence of any such submission of a matter to a vote of the membership, the Members shall have no right to vote.

Section 3-2. Annual Meeting. The annual meeting of Members shall be held on the first Monday in October of each year for the purpose of transacting such business as may come before the meeting.

Section 3-3. Other Meetings. Other meetings of the Members may be called by the President when 100% of the members agree to attend. In the case that a member does not attend, either the President or the Secretary may use the mediation process of Section 4-10 to conduct necessary business of the association after giving notice as required in Section 3-5.

Section 3-4. Place of Meeting. Meetings shall take place at either 4111 Hartford or 4113 Hartford as determined by the President or agreement between members.

Section 3-5. Notice of Meetings. No special meeting notice will be required for the annual meeting other than a verbal reminder between the neighbors that constitute the membership of the association. If a neighbor cannot be contacted for any reason for a Other Meeting other than the annual meeting, meetings will officially been implemented when written or printed notice stating the place, day and hour of the meeting, and, in the case of a Other Meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than fifteen (15) nor more than forty (40) days before the date of the meeting, either personally or by mail, by or at the direction of the President, or the Secretary, or the officer, or persons calling the meeting, to each Member. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope, addressed to the Member at his or her address as it appears in the records of the association, with postage thereon prepaid.

Section 3-6. Quorum Vote. A majority of the Members represented in person or by proxy, shall constitute a quorum at any meeting of the Members; provided, that if less than a quorum is represented at such meeting, a majority of the Members so represented may adjourn the meeting, from time to time, without further notice, to a date not longer than thirty (30) days from the date originally set for such meeting.

Section 3-7. Proxies. At all meetings of Members, a Member may vote by proxy, executed in writing by the Member. Such proxy shall designate the person to whom it is given and shall be filed with the Secretary of the association before or at the time of the meeting to which said proxy applies. No proxy shall be valid for more than one (1) meeting and adjournment thereof.

ARTICLE IV - BOARD

Section 4-1. General Powers. The business and affairs of the Association shall be managed by its Board.

Section 4-2. Number of Board Members. Each Unit Owner shall have the right to serve as or appoint one of the members of the Board.

Section 4-3. First Meeting of New Board. The first meeting of the Board shall take place on or before February 1, 2007.

Section 4-4. Organization. The President shall preside at each meeting of the Board and shall act as Chairman thereof. The Secretary chosen by the Board Members present shall act as Secretary of all meetings of the Board.

Section 4-5. Minutes and Statements. The Board shall cause to be kept a complete record of their meetings and acts, and all of the proceedings of the Members.

Section 4-6. Quorum. Both members of this two member association must be present for a quorum to exist.

Section 4-7. Manner of Acting. The act of the majority of the Board Members present at a meeting of the Board at which a quorum is present, shall be the act of the Board, unless otherwise specifically required.

Section 4-8. Vacancies. In the case of the death, resignation or disqualification of any one or more of the Board Members, other than Board Members elected by the Declarant in the Transitional Election, the Unit Owner's legal representative shall appoint a member to the Board. If there is no agreement on the new member to the Board, the President of the Association shall hire a mediator to select a third member.

Section 4-9. Compensation. Board Members, as such, shall not receive any compensation for their services; provided, however, that if a Board Member in his or her capacity as such incurs an expense while acting on behalf of and for the benefit of the Association, he or she may seek reimbursement for such expense.

Section 4-10. Mediators. In a two member association, a process for resolution of disagreements is necessary and that process shall consist of the agreement to allow a licensed real estate agent to serve as a mediator. If there is no quorum or an impasse has occurred in a vote, the President or the Secretary of the Association shall hire a mediator to serve temporarily as a third voting member of the Board who will be empowered to vote on behalf of the member not in attendance or to break a tie vote. This vote of the mediator can only be used to decide on alternative uses of association funds and cannot be used to change by-laws or increase dues. The mediator shall be selected from licensed real estate agents who have or are currently selling property in the neighborhood known as Tower Grove South bounded by Arsenal, Grand, Chippewa and Kingshighway avenues.

ARTICLE V - OFFICERS

Section 5-1. Number. The officers of the Association shall be filled by one Unit Owner serving as President and one Unit Owner serving as Secretary and Treasurer.

Section 5-2. Election and Term of Office. The officers of the Association shall be elected annually by the Board at the first meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified, or until his or her death, resignation or removal.

Section 5-3. Vacancy. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5-4. President. The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the association. He or she shall preside at all meetings of the Members and of the Board. He or she may sign, with the Secretary/Treasurer or any other proper officer thereunto authorized by the Board, any deeds, mortgages, bonds, contracts, or other instruments which the Board has authorized to be executed, except in the cases where the signing and execution thereof shall be expressly delegated by the Board or these Bylaws to some other officer or agent of the Association, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board from time to time.

If required by the Board, the President shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the Board shall determine. The Declarant or the Board appointed by Declarant shall not be required to furnish such a bond. He or she shall have charge and custody of and be responsible for all funds and securities of the Association; receive and give receipts for monies due and payable to the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these Bylaws.

Section 5-5. Secretary. The Secretary and Treasurer shall: (a) keep the minutes of the Members and of the Board meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Association records; (d) keep a register of the post office address of each Member; (e) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him or her by the President or by the Board.

Section 5-6. Compensation. Officers, as such, shall not receive any compensation for their services; provided, however, that if an officer, as such, incurs an expense while acting on behalf and for the benefit of the Association, he or she may seek reimbursement for such actual expense.

ARTICLE VI - CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 6-1. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 6-2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

Section 6-3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the association, shall be signed by

such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board.

Section 6-4. Deposits. All funds of the association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

Section 6-5. Dues. Monthly dues shall be paid through direct or other deposit to the association checking account by the 10th of each month to the checking account of the association. Delinquent payment will result in a lien placed on the member who is more than one month delinquent in payment of dues. All fees required by the association to collect delinquent dues and file such a lien will accrue to the delinquent member.

ARTICLE VII - BUDGET, FEES AND ASSESSMENTS

Section 7-1. Initial Association Fees. The association fees approved with this May 4, 2014 revision to ByLaws shall be \$75 per month for anticipated Common Expenses for Common Element inspection, address signage and mailboxes, insurance and regular maintenance of the Common Elements including maintenance of the current front porches, decks and landscaping. At the regular annual meeting, an estimate of the required monthly fees for building maintenance reserve for the following items shall be prepared and approved and monthly assessment may be modified to build such a reserve:

- Roof sealing
- Roof replacement
- Deck and porch painting, staining and repair
- Carport roof replacement
- Building tuckpointing
- Foundation tuckpointing

ARTICLE VIII - WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these Bylaws or under the provisions of the Declaration or under the provisions of the Uniform Condominium Act of Missouri, waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Board Members may act by the written consent of the majority of them without having held any meeting duly called by notice.

ARTICLE IX - INDEMNIFICATION

Each person who is or was an Board Member or officer of the Association or is or was serving at the request of the Association, as a director or officer of another Association (including the heirs, personal representatives, or estate of such person) shall be indemnified by the Association as a

matter of right to the full extent permitted or authorized by the laws of the State of Missouri, as now in effect and as hereafter amended, against any liability, judgment, fine, amount paid in settlement, costs and expenses (including attorneys fees) asserted or threatened against and incurred by such person (including but not limited to, an action by or in the right of the Association) in his or her capacity as or arising out of his or her status as a director or officer of the Association or, if serving at the request of the Association, as a director or officer of another association; provided that no such person shall be indemnified if his or her conduct is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct or if, with respect to any criminal action or proceeding, he or she had reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person's conduct was knowingly fraudulent, deliberately dishonest, or was willful misconduct, or, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

This indemnification provided by this Article VIII shall not be exclusive of any other rights to which those indemnified may be entitled under any other Bylaw provision or under any agreement, the Declaration, vote of disinterested Board Members or otherwise, and shall not limit in any way any right which the association may have to take different or further indemnification with respect to the same or different persons or classes of persons.

Any indemnification provided by this Article VIII shall be made by the Association unless a determination is reasonably and promptly made that indemnification of the Board Member or officer is not proper in the circumstances because he or she has not satisfied the applicable standard of conduct set forth herein. Such determination shall be made: (1) by the Board upon a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding; or (2) if such a quorum is not obtainable, or, even' if so obtainable, if a majority of directors who were not parties to such action, suit or proceeding so directs, by independent legal counsel in a written opinion.

Expenses incurred by an officer or Board Member of the association in defending a civil or criminal action suit or proceeding may be paid by the Board Member in advance of the final disposition of such action, suit or proceeding, upon receipt of a written promise by or on behalf of the Board Member or officer to repay such amount in the event it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized under the provisions of this Article VIII.

The association may purchase and maintain insurance on behalf of any person who is or was an Board Member or officer of the Association, or, if serving at the request of the Association as a director or officer of another Association, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the association would have the power to indemnify him or her against such liability under the provisions of this Article ,VIII.

Notwithstanding any provision of this Article VIII, to the extent that an Board Member or officer of the Association has been successful on the merits or otherwise (including the dismissal of an action without prejudice or the settlement of any action without admission of liability) in defense of any action, suit or proceeding referred to in this Article VIII, or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys fees) actually and reasonably incurred by him or her in connection therewith.

ARTICLE X - DISPUTE RESOLUTION

Unit Owners, Board members and Declarants agree that any disputes which may emerge between Unit Owners, Board members and Declarants shall be submitted first to mediation as defined in Section 4-10. If mediation does not resolve the dispute, the dispute shall be submitted for arbitration to the American Arbitration Association according to the rules of that organization and all decisions of that organization shall constitute a final arbitration of the dispute with no appeal to any court possible.

ARTICLE XI - PURPOSES

This Association is organized for the purpose of performing the duties and functions imposed upon the Association under the Declaration and shall have all the duties, powers, privileges and immunities conferred or imposed upon the Association under the Declaration, and all powers necessary and incident thereto, including, but not limited to, the powers granted pursuant to the Uniform Condominium Act of Missouri.

ARTICLE XII - AMENDMENTS

Except as herein otherwise provided, a majority of the Board may alter, amend or repeal these Bylaws and may adopt new Bylaws at any regular or special meeting of the Board, and may at any annual or special meeting alter or amend the Declaration; provided, however, that no such alteration, amendment or repeal shall alter, amend or repeal the membership and voting rights of the Members herein contained.

The following amendments and clarifications are also hereby made to the Declaration as part of these By Law revisions:

- A. The deck area identified in the Declaration includes the back deck areas on both the first and second floors in the rear of the building and the porch areas in the front of the building on both the first and second floors.
- B. The carport structure is hereby identified as a common element consistent with Paragraph 2.A of the Declaration.
- C. Article 3.1(e) of the Declaration is hereby amended to provide that each Unit Owner shall be entitled to have two domestic pets (which shall be defined as either a cat or a dog) residing in the Unit.
- D. No rental of the units shall be allowed.
- E. No exterior painting, modifications of the property or any other externally visible displays or any sort shall be allowed which are not consistent with the original

appearance of the property without approval by the Board.

Paul A. Kij
President

5/4/2014
Date

Jamie Kelly + [Signature]
Secretary and Treasurer

5/4/2014
Date