

MARYLAND HOUSE CONDOMINIUMS

DECLARATION OF CONDOMINIUM

BY-LAWS AND INDENTURE

INDEX

ARTICLE ONE: DEFINITIONS:

- Section 1.1: Common Elements
- Section 1.2: Declaration
- Section 1.3: Majority of the Unit Owners
- Section 1.4: Parcel
- Section 1.5: Person
- Section 1.6: Plat
- Section 1.7: Property
- Section 1.8: Building
- Section 1.9: Record
- Section 1.10: Unit
- Section 1.11: Unit Owner
- Section 1.12: Share
- Section 1.13: Assessment
- Section 1.14: Common Expenses
- Section 1.15: Developer
- Section 1.16: Limited Common Elements

ARTICLE TWO: UNITS:

- Section 2.1: Identification of Units
- Section 2.2: Utility Service

ARTICLE THREE: COMMON ELEMENTS:

- Section 3.1: Common Elements

Section 3.2: Interest in Common Elements

ARTICLE FOUR: COVENANTS AGAINST PARTITION:

Section 4.1: No Partition of Common Elements

Section 4.2: No Severance of Ownership

ARTICLE FIVE: ENCROACHMENT:

Section 5.1: Easements to Unit Owners

Section 5.2: Easements in Gross

Section 5.3: Utility Easements

Section 5.4: Effect of Easements

ARTICLE SIX: RESTRICTIONS:

Section 6.1: Use of Units

Section 6.2: Obstructions

Section 6.3: Maintenance of Unit

Section 6.4: Signs

Section 6.5: Animals

Section 6.6: Nuisance

Section 6.7: Business Use

Section 6.8: Rules and Regulations

Section 6.9: Trash

Section 6.10: Electrical System

Section 6.11: Impairment of Structural Integrity of Building

Section 6.12: Hazardous Use and Waste

Section 6.13: Laundry and Rubbish in Common Elements

Section 6.14: Lounging or Storage in Common Elements

Section 6.15: Alterations of Common Elements

ARTICLE SEVEN: BOARD OF MANAGERS AND BY-LAWS

Section 7.1: General

Section 7.2: Number, Term and Election

Section 7.3: Officers of Board of Managers

Section 7.4: Removal of Member from Board of Managers

ARTICLE EIGHT: POWERS AND DUTIES OF BOARD OF MANAGERS

Section 8.1: Employment of Manager

Section 8.2: Expenses

- Section 8.3: Insurance
- Section 8.4: Maintenance and Records
- Section 8.5: Employees
- Section 8.6: Easements
- Section 8.7 Rules and Regulations

ARTICLE NINE: ASSESSMENTS AND MAINTENANCE FUND

- Section 9.1 Estimate and Payment Dates
- Section 9.2: Accounting and Shortages
- Section 9.3: Reserve Fund
- Section 9.4: Payment by Developers
- Section 9.5: Personal Obligations of Owner
- Section 9.6: Attorney's Fees
- Section 9.7: Defaults, Collections and Liens

ARTICLE TEN: VOTING AND MEETINGS OF UNIT OWNERS:

- Section 10.1: Voting Rights
- Section 10.2: Meetings

ARTICLE ELEVEN: SALE, LEASING OR OTHER ALIENATION

- Section 11.1: Sale or Lease
- Section 11.2: Gift
- Section 11.3: Devise
- Section 11.4: Involuntary Sale
- Section 11.5: Release or Waiver of Option
- Section 11.6: Proof of Termination of Option
- Section 11.7: Financing of Purchase Under Option
- Section 11.8: Title to Acquired Interests

ARTICLE TWELVE: DAMAGE, DESTRUCTION AND RECONSTRUCTION

- Section 12.1: Insurance Proceeds Used for Reconstruction - Reconstruction Defined
- Section 12.2: Insurance Proceeds Insufficient to Reconstruct, Effect
- Section 12.3: Reconstruction
- Section 12.4: Damage Within a Unit
- Section 12.5: Estimate to Repair
- Section 12.6: Insurance Proceeds Insufficient
- Section 12.7: Assessment Regulations

ARTICLE THIRTEEN: SALE

- Section 13.1: Sale of Property, Authorized, How-Dissenting Owner Entitled to Interest, Defined
- Section 13.2: Property Removed from Condominium Law, How Effects

ARTICLE FOURTEEN: REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS:

- Section 14.1: Abatement and Enjoyment
- Section 14.2: Involuntary Sale

ARTICLE FIFTEEN: AUTHORITY OF THE DEVELOPERS

- Section 15.1: Exercise of Board of Managers' Powers
- Section 15.2: Advertising By the Developers

ARTICLE SIXTEEN: AMENDMENTS

- Section 16.1: Amendment to Include Additional Parcels, Change Number of Units and/or Amend Percentage of Interest
- Section 16.2: Other Amendments

ARTICLE SEVENTEEN: GENERAL PROVISIONS

- Section 17.1: Captions
- Section 17.2: Mortgages
- Section 17.3: Notice to Mortgagees
- Section 17.4: Manner of Giving Notice
- Section 17.5: Notice in Event of Death
- Section 17.6: Acceptance by Grantee
- Section 17.7: No Waiver
- Section 17.8: Saving Clause
- Section 17.9: Interpretation
- Section 17.10: Bonds
- Section 17.11: Service of Notice on the Board
- Section 17.12: Covenants to Run with Land
- Section 17.13: Waiver of Damages
- Section 17.14: Attorney in Fact for Developers

ARTICLE EIGHTEEN: LIMITED COMMON ELEMENTS

- Section 18.1: Parking Spaces
- Section 18.2: Storage Spaces

ARTICLE NINETEEN: RESERVATION OR RIGHTS

- Section 19.1: Reservations to Developers

Section 19.2: Items to Which Declaration is Subject

ARTICLE TWENTY: UNIT OWNERS' RESPONSIBILITY

Section 20.1. Unit Owners' Responsibility

Section 20.2: Third Party Unit Assessments

Section 20.3: Separate Real Estate Taxes

Section 20.4: Utilities

ARTICLE TWENTY-ONE: SUBMISSION OF PROPERTY TO THE ACT

Section 21.1: Submission of Property to the Act

ARTICLE TWENTY-TWO: BOARD OF MANAGERS MAY ACT FOR OWNERS-ACTIONS-SERVICE OF PROCESS

Section 22.1: Representative Function of Board Members

Section 22.2: Prosecution of Common Actions in the Name of Board Members

Section 22.3: Service of Process and Judgment

ARTICLE TWENTY-THREE: CONDEMNATION PROCEEDINGS:

EXHIBIT "A": LEGAL DESCRIPTION

EXHIBIT "B": PERCENT OF LIVING AREA BY UNIT

MARYLAND MOUSE CONDOMINIUMS
DECLARATION OF CONDOMINIUM

THIS DECLARATION made and entered into by RILEY A. GEITZ, residing at 4862 Valley Crest Drive, in the County of St. Louis, State of Missouri 63128, and EDWARD H. KIEFFER, residing at 6 North Ridge Hills Court, Florissant, in the County of St. Louis, State of Missouri 63031, hereinafter referred to as "DEVELOPERS";

WITNESSETH:

WHEREAS, Developers are the fee simple owners of that certain parcel of real property located in the City of St. Louis, State of Missouri, the legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein by this reference, and

WHEREAS, Developers have prepared a plan for a residential community to be known as "MARYLAND HOUSE CONDOMINIUMS" which is to be located on a tract of land described in Exhibit "A", and

WHEREAS, it is the desire and intention of Developers to enable said parcel, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter constituting a part of the "PROPERTY", as hereinafter, defined) to be owned by Developers and by each successor in interest of Developers under that certain type or method of ownership commonly known as "Condominium", and

WHEREAS, the Developers desire, intend and do hereby submit and impose upon such parcel and property described in Exhibit "A" in conformity with the "Condominium Property Act of Missouri", Chapter 448, Revised Statutes of Missouri, the provisions, rights, options, privileges, terms and conditions of said Act and as set forth in this "DECLARATION", and

WHEREAS, Developers are further desirous of establishing for their own benefit and for the mutual benefit of all future owners or occupants of the property, or any part thereof, which shall be known as MARYLAND HOUSE CONDOMINIUMS, certain easements, interests and rights in, over, and upon said premises and certain mutually beneficial restrictions, options and obligations with respect to the proper use, conduct and maintenance thereof, and

WHEREAS, Developers desire and intend that the several owners, mortgagees, occupants and other persons hereafter acquiring any interest in said property, shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, options, easements, privileges and restrictions as is provided in said "Condominium Property Act of Missouri", and in this Declaration,

NOW THEREFORE, Developers as the fee simple owner of the parcel and property hereinbefore described and for the purpose above set forth, does hereby "DECLARE" as follows; to-wit:

ARTICLE ONE: DEFINITIONS:

This instrument shall hereafter, for conveniences and for purposes of brevity and clarity, be defined as the "DECLARATION". For the purpose of brevity, certain words, phrases and terms in this "Declaration" are defined as follows:

Section 1.1: COMMON ELEMENTS: means all portions of the property, except the units.

Section 1.2: DECLARATION: means this instrument by which the property submitted to the provisions of Chapter 448, Missouri Statutes, as hereinafter provided, and by such Declaration as from time to time amended.

Section 1.3: MAJORITY OF THE UNIT OWNERS: means the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of such undivided ownership.

Section 1.4: PARCEL: means the lot or lots, tract or tracts of land, described in the Declaration, submitted to the provisions of Chapter 448, Missouri Statutes. A legal description of the parcel is attached hereto as Exhibit "A" and made a part hereof.

Section 1.5: PERSON: means a natural individual, corporation, partnership, association, trustee, trustee or other legal entity capable of holding title to real property.

Section 1.6: PLAT: means the plat or plats of survey of the property which is attached hereto as Exhibit "C", which shall be recorded simultaneously with this Declaration, setting forth measurements, elevations, locations, and other data as required by the Condominium Act, Chapter 448, Missouri Statutes, with respect to the property herein described, the building as hereinafter defined, and each unit as hereinafter defined, including a three (3) dimensional horizontal and vertical delineation of all units.

Section 1.7: PROPERTY: means all the land, property and space comprising the parcel, all improvements and structures, erected, constructed or contained therein or thereon, including the building 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 the provisions of Chapter 448, Missouri Statutes.

Section 1.8: BUILDING: The entire apartment building which is presently located on the property and all additions and improvements thereto and all fixtures and equipment located in or on the foregoing.

Section 1.9: RECORD: means to record in the Office of the Recorder of Deeds in the City of St. Louis where the property is located.

Section 1.10: UNIT: means that portion of a building on the property consisting of one or more floors or a part or parts thereof measured to the inner surface of the exterior walls, the inner surfaces of walls dividing the units and the inner surfaces of floors and ceilings dividing units, including all windows, and exterior doors, (with the exception of the finish of the exterior surface of the unit doors) designated and intended as an independent living unit. Each such unit shall be designated by number or symbol.

Section 1.11: UNIT OWNER: means the person, persons, party or entity whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a unit.

Section 1.12: SHARE: means the interest of each unit owner in the aggregate interest of the undivided ownership of the common elements, the percentage interest attributed to each being set forth in Exhibit "B" and made a part hereof.

Section 1.13: ASSESSMENT: means the portion of the cost of maintaining, repairing and managing the property which is to be paid by each unit owner, the percentage of such cost to be paid by each being the percentage interest in Exhibit "B" hereto attributed to each unit.

Section 1.14: COMMON EXPENSES: shall mean the actual and estimated costs of:

- (a) Maintenance, management, operation, repair and replacement of the common elements and such expenditures with respect to the units as to which, pursuant to other provisions hereof, it is the responsibility of the Board of Managers to maintain, repair and replace; and
- (b) Management and administration of the Condominium including, without limiting the same, to compensation paid by the Condominium to a manager, accountants, attorneys and other employees, and
- (c) Any other items held by or in accordance with other provisions of this Declaration or the Condominium documents to be common expense.

Section 1.15: DEVELOPER: shall be Riley A. Geitz and Edward H. Kieffer, who established this condominium through a recording of a declaration and plat and their heirs, executors, administrators and assigns.

Section 1.16: LIMITED COMMON ELEMENTS: Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, but are maintained at common expense such as storage space and basement parking spaces.

ARTICLE TWO: UNITS:

Section 2.1: IDENTIFICATION OF UNITS: The entire project shall consist of one hundred twenty-eight (128) units, all of which shall be utilized only for residential purposes. All units in the building located on the property shall be legally described as shown on the plat to be recorded simultaneously herewith. Every deed, conveyance, lease, mortgage or other instrument may legally describe a unit by its identifying number or symbol as shown on the plat and as set forth in the Declaration and every such description shall be deemed good and sufficient for all purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the owner's corresponding percentage of ownership in the common elements even though the same is not expressly mentioned or described therein. Each unit shall be entitled to the percentage of the ownership in the common elements appertaining to such unit as computed and set forth in this Declaration pursuant to subdivision (3) of Section 448.030, Missouri Revised Statutes and ownership of such unit and of the owner's corresponding percentage of ownership in the common elements shall not be separated nor shall any unit, by deed, plat, court decree or otherwise be subdivided or in any other manner

separated into tracts or parcels smaller than the whole unit as shown on the plat. No unit owner shall, by partition, deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on the plat to be recorded simultaneously herewith, provided, however, this provision shall not be construed as preventing two or more parties owning a common, joint life estate or other ownership of a unit.

Section 2.2 UTILITY SERVICE: No owner shall own any pipes, wires, conduits, utility lines, sanitary sewer lines or structural components running through his unit and serving more than his unit except to the extent of his interest in the common elements.

ARTICLE THREE: COMMON ELEMENTS:

Section 3.1: COMMON ELEMENTS: Included in the common elements are:

- (a) The property, excepting the units, and including outdoor parking facilities, driveways, and unless otherwise provided for in the plat, play areas, gardens, lawns and sidewalks, swimming pool and cabana (bath house) courtyard, exercise room, locker room and sauna, any guard room or area;
- (b) All electrical wiring throughout the property, except that within a particular unit which services only such unit, all pipes, wires, cables, and conduits, throughout the property except that within a particular unit which services only such unit;
- (c) All utility installations, sanitary sewer facilities, and connections for gas, electricity, light, water and plumbing, except those within a particular unit which services only such unit;
- (d) The foundation, exterior walls, roofs, gutters, downspouts, common hallways to entrances, common hallways to basements, basements with access from common hallways, and all other common portions of the buildings not included within units;
- (e) All ventilation, air conditioning, heating and air circulation facilities throughout the property except those within a particular unit which services only such unit;
- (f) Any auxiliary buildings, maintenance buildings, park area, swimming pools, recreation buildings, and any other structures which may at any time be erected on the property and all other appurtenances not herein specifically designated which are not enclosed within the boundaries of units as shown on the plat, which is attached hereto as Exhibit "C", to be recorded simultaneously herewith.

Section 3.2: INTEREST IN COMMON ELEMENTS: The percentage of interest of each owner in the common elements is shown in Exhibit "B" hereto attached and each unit's owner shall bear the same proportionate share of expense and administration as the percentage shown bears to 100. The percentage so assigned may be changed as provided in Section 448.030 (3) Missouri Statutes, or as may be provided in any subsequently enacted legislation.

ARTICLE FOUR: COVENANTS AGAINST PARTITION:

Section 4.1: NO PARTITION OF COMMON ELEMENTS: As long as the property is subject to the provisions of Chapter 448, Missouri Statutes, the common

elements shall, except as provided in Section 448.140, Missouri Statutes, remain undivided, and no unit owner shall bring any action for partition or division of the common elements. Any covenants or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a unit as between co-owners thereof if such right of partition shall otherwise be available, but such partition shall not be in kind.

Section 4.2: NO SEVERANCE OF OWNERSHIP: No owner shall execute any deed, mortgage, lease or other instrument affecting title to his unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE FIVE: ENCROACHMENT:

Through construction, settlement or shifting of any building, should any part of the common elements encroach upon any part of a unit, or should any part of a unit encroach upon any part of the common elements or upon any other unit, perpetual easements for the maintenance of any such encroachment and for the use of the space required thereby established and shall exist for the benefit of the unit owner or the common elements, 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.

Section 5.1: EASEMENTS TO UNIT OWNERS: Perpetual easements are hereby established appurtenant to all units for use by the owners thereof, their families, tenants, guests, invitees, and servants, in and to all common elements, excepting the limited common elements, which limited common elements are reserved as hereinabove described, for the use of a certain unit or units to the exclusion of all other units, but are maintained at common expense such as storage spaces, individual laundry facilities, and parking spaces. Note, that any certain unit or units which shall have use of a limited common element shall have a perpetual easement thereby established appurtenant to said certain unit or units, for use by the owners thereof, their families, tenants, guests, invitees, and servants of said limited common element. In addition thereto, each unit owner is hereby granted an exclusive perpetual easement to use and occupy any portion of any balcony, porch, or patio, which adjoins his unit, if any, to which he has sole access, provided however, that no unit owner shall enclose, decorate or landscape any such balcony, porch, or patio, contrary to any rules or regulations established by the Board of Managers. Each unit owner is granted a non-exclusive easement to use and enjoy any open outdoor parking areas as may be designated by the Developer, if any, is so designated, subject to use regulations as determined by the Board of Managers.

Section 5.2: EASEMENTS IN GROSS: The property shall be subject to a perpetual easement in gross to the Board of Managers, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this instrument. 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 of Managers.

Section 5.3: UTILITY EASEMENTS: This Declaration is subject to all easements heretofore, or by the plat established and dedicated for sanitary and storm sewers, electricity, gas, water and telephone and for all other public utility purposes, including the right to install, lay, maintain, repair or replace water mains and pipes, sewer lines, conduits, and wires over, under, along and on the portions of the common elements.

Section 5.4: EFFECT OF EASEMENTS: All easements and rights herein established shall run with the land and inure to the benefit of and be binding on the Developers, their heirs, executors, administrators, or assigns, and any unit owner, purchaser, mortgagee or other person having an interest in any portion of the property herein described, whether or not such easements are mentioned or described in any deed or conveyance.

ARTICLE SIX: RESTRICTIONS: The use of units and common elements is restricted as follows:

Section 6.1: USE OF UNITS: No part of any unit shall be used for a purpose other than a residence, each unit being occupied as a residence either by one (1) family of related members or by not more than two (2) unrelated individuals. No unit or part of any unit may be divided, partitioned or subdivided without the prior written consent of the Board of Managers and the holder of any mortgage or deed of trust encumbering such unit.

Section 6.2: OBSTRUCTIONS: There Shall be no obstruction of any portion of the common elements nor any storage in the common elements without prior written consent of the Board of Managers. No clothes, laundry, or other articles shall be hung or exposed in any portion of the common elements or on or about the balconies, windows or exteriors of buildings. No reflective material may be used to cover windows.

Section 6.3: MAINTENANCE OF UNIT: Each unit owner shall maintain and keep his unit (including exclusive balconies and porches, if any), in good order and repair and shall do nothing which will prejudice the structural integrity or will increase the rate of insurance on the building in which his unit is situated or which would be in violation of law. The exterior of unit front doors shall be maintained by the Board of Managers as a part of the common elements.

Section 6.4: SIGNS: No signs shall be hung or displayed on the outside or inside of windows or placed on walls of any building and no awnings canopy, shutter or radio or television antenna shall be affixed, to or placed upon an exterior wall or roof without prior written consent of the Board.

Section 6.5: ANIMALS: No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be kept, raised, or bred in any portion of the property, except that one (1) dog, or one (1) cat, may be kept as a pet in a unit, if said dog or cat weighs under ten pounds. There shall be no structure for such animal outside the unit at any time. Fish maintained in a household aquarium shall not be deemed to be "animals" as defined herein. Any pet creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property, upon written notice from the Board of Managers.

Section 6.6: NUISANCE: 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 their owners or occupants.

Section 6.7: BUSINESS USE: No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the property; nor, without written authorization from the Board of Managers, shall "For Sale" or "For Rent" signs be displayed by any person, firm, or corporation other than Developers or the person, firm, or corporation who had been the holder of a deed of trust against any unit and who acquired ownership thereof through foreclosure, or the agent of any of them. Nothing herein shall prevent Developers or any holder of any mortgage or deed of trust who acquires title to the unit through foreclosure or by a deed in lieu of foreclosure from using any unit for a display apartment, rental purposes or a sales office. No unit owner shall be permitted to lease his unit for transient or hotel purposes. Unit owners may lease their units but no unit owner may lease less than the entire unit. Any lease by a unit owner of his unit must be in writing with a copy furnished to the Board of Managers. Any lease agreement shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and any by-laws or regulations adopted by the Board of Managers. The lease shall provide that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

Section 6.8: 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 of Managers from time to time.

Section 6.9: TRASH: Trash, garbage, waste and refuse shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner as prescribed in rules and regulations which may be established by the Board of Managers from time to time.

Section 6.10: ELECTRICAL SYSTEM: No unit owner shall overload the electrical wiring in the building or operate any machine, appliance or equipment in such manner as to cause an unreasonable disturbance to others. No unit owner shall connect any machine, appliance or equipment to the heating, air conditioning or plumbing system in the building without the prior written consent of the Board of Managers.

Section 6.11: IMPAIRMENT OF STRUCTURAL INTEGRITY OF BUILDING: Nothing shall be done in any unit or in, or to the common elements which will impair the structural integrity of the building, or which would structurally change the buildings, except as is otherwise provided herein.

Section 6.12: HAZARDOUS USE AND WASTE: Nothing shall be done or kept in any unit or in the common elements which will increase the rate of insurance, electricity, or any other utility charges of the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

Section 6.13: LAUNDRY AND RUBBISH IN COMMON ELEMENTS: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

Section 6.14: LOUNGING OR STORAGE IN COMMON ELEMENTS: Except in areas specifically designed and intended for such purpose, there shall be no playing, lounging, parking of baby carriages or playpens, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.

Section 6.15: ALTERATIONS OF COMMON ELEMENTS: Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

ARTICLE SEVEN: BOARD OF MANAGERS AND BY-LAWS:

Section 7.1: GENERAL: The property and this condominium shall be administered by a Board of Managers hereinafter called "Board" elected by the unit owners in the manner provided in paragraph 7.2. The Board shall have general responsibility to manage and administer the property, approve the annual budget, provide for and collect monthly or other assessments and arrange and direct or contract for the management of the parcel all as hereinafter more particularly provided. It shall promulgate rules and regulations relating to the use of the common elements and facilities. No person shall use the common elements in any manner not in accordance with such rules and regulations.

Section 7.2: NUMBER, TERM AND ELECTION: The Board shall consist of three (3) unit owners. For purposes of Board membership, a "Unit Owner" shall be deemed to include any officer or director of any corporate owner of a unit. The election of the first Board of Managers shall be called by the Developers after all units have been sold, unless the Developers in their discretion shall call the election prior thereto, but in any event such election shall be called within four (4) years from the date of recordation of this Declaration. Until the election of the initial Board of Managers, the Developers shall exercise all the powers and duties of the Board of Managers. The first elected Board of Managers shall have staggered terms as follows: The managers receiving the first, second or third largest number of votes shall serve three (3), two (2) and one (1) year terms respectively. Any tie shall be broken by lot or mutual agreement. Thereafter, upon the end of a term, one manager shall be elected annually, to serve a three (3) year term. The members of the Board of Managers shall serve without compensation.

Section 7.3: OFFICERS OF BOARD OF MANAGERS: The officers of the Board of Managers shall consist of a President, a Secretary, and a Treasurer, each of which shall be a member of the Board and elected by such Board. The President shall preside over all meetings of the Board and of the voting members. The Secretary shall keep minutes of all meetings of the Board and of the voting members, and, in general, perform all duties incident to the office of Secretary. The Treasurer shall keep all financial records and books of account. The Board shall purchase a fidelity bond for the treasurer or for any other person or persons handling, holding or administering funds belonging to unit owners. The premium for such bond shall be a common expense, apportioned and collected in the same manner as other common expenses. A quorum of the Board shall comprise two (2) members. A majority of those present shall be required to

adopt any resolution. Meetings shall be held at the time and place established by the Board and special meetings may be called on five (5) days written notice by any two (2) members or by a unanimous waiver thereof.

Section 7.4: REMOVAL OF MEMBER FROM BOARD OF MANAGERS: Should any member of the Board cease to be a unit owner or if he shall die or resign or suffer other disability, his term of office shall thereupon automatically terminate and the remaining members of the Board shall call a special election to fill the unexpired term of such member. A member may be removed for cause by a majority vote (as defined in Section 1.3) of the unit owners.

ARTICLE EIGHT: POWERS AND DUTIES OF BOARD OF MANAGERS:

Section 8.1: EMPLOYMENT OF MANAGER: To employ a manager to carry out the administrative duties of the Board, to serve on a full time or part time basis, and pay such manager reasonable compensation.

Section 8.2: EXPENSES: To estimate the cost of expense of administration and of maintenance and repair of all common elements, including the cost of all water used in the property and in all units, sewer charges, and cost of trash and garbage pick-up and removal. All salaries for employees, including the manager, and all other amounts needed in the performance of the duties herein assigned, shall be determined. After determining the total amount needed annually for all such purposes, such amounts shall be paid in the manner hereinafter provided.

Section 8.3: INSURANCE:

(a) The Board shall be required to purchase and maintain fire and extended coverage insurance policies, in amounts equal to the replacement value of all insurable improvements and all personal property owned by the Condominium (with standard Mortgage Clause in favor of mortgages, if any), and policy of insurance, insuring members of the Board, their agents and employees, and the owners of all units, against any liability to the public or to the owners, their invitees, tenants and any other persons who may be on the premises for any reason whatsoever, in the use of any common elements, the liability under which insurance shall be not less than One Hundred Thousand Dollars (\$100,000.00) for any one (1) person injured, Three Hundred Thousand Dollars (\$300,000.00) for any one (1) accident, and Fifty Thousand Dollars (\$50,000.00) for property damage. The Board is further authorized to purchase policies of Workmen's Compensation Insurance to the extent necessary to comply with Missouri Law. Premiums for such insurance policies shall be common expenses to be paid from the maintenance fund. Fire and extended coverage policies shall be written in the name of the Board of Managers as Trustees for each of the unit owners in the percentages established in the Declaration. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Board of Managers, as the Trustees for each of the unit owners in their respective share of ownership in the common elements as established in the Declaration. Premiums for such insurance shall be common expenses. The policy of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in the event the proceeds shall thereupon be payable jointly to the Board of Managers and the holder of mortgages or deeds of trust of record, as Trustees for each of the unit owners. The Board of Managers shall have full power to adjust all insurance

losses by suit or otherwise and payment accepted by the Board of Managers hereunder shall constitute a discharge to the insurer.

- (b) Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishings and personal property, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provide.

Section 8.4: MAINTENANCE AND RECORDS: To provide for maintenance, repair and replacement of the common elements, including painting and repairing roofs, gutters, downspouts, common water heater, and all exterior building surfaces, excluding unit owners' glass surfaces, for normal wear and tear in accordance with rules established from time to time by the Board of Managers. To determine the method of approving payment vouchers, a manner for estimating the amount of the annual budget and the manner of assessing and collection from the unit owners their respective shares of the estimated expenses and of all other expenses lawfully agreed upon at a meeting of voting members. To furnish, upon request of any voting member, a statement of that member's account setting forth the amount of any unpaid assessments or other charges; to keep detailed, accurate records, in chronological order, of the receipts and expenditures relating to the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred. Such records shall be available for an examination by unit owners.

Section 8.5: EMPLOYEES. To employ and retain persons necessary for maintaining, repair and replacement of common elements; to employ recreational directors and instructors, guards and a manager for parks and recreation area, who may be a person in addition to the manager.

Section 8.6: EASEMENTS: To establish, grant and dedicate easements (including easements for utilities and sewers) in addition to any shown on the plat and for this purpose, the Board of Managers is hereby constituted Attorney in Fact for the unit owners to execute all documents necessary to carry out the terms of this provision.

Section 8.7: RULES AND REGULATIONS: To establish regulations and administrative rules and regulations governing the operation and use of the common elements, but, to adopt such rules and regulations, the same must receive the assent (either in writing or at an annual or special meeting) of a majority vote (as defined in Section 1.3.) of the voting unit owners present. The Developers shall have the right without obtaining the assents of the unit owners to establish reasonable rules and regulations prior to the election of the First Board of Managers.

ARTICLE NINE: ASSESSMENTS AND MAINTENANCE FUND;

Section 9.1: ESTIMATE AND PAYMENT DATES; By December 1 of each year, the Board of Managers shall estimate the total amount necessary to pay the cost of wages, materials, insurance, repairs, services, supplies and any other work which will be required during the ensuing calendar year for the rendering of all services and the performance of all of the powers and duties of the Board, together with reasonable amount considered by the Board of Managers to be necessary for a reserve for contingencies and replacements, and shall on or

before December 15th, notify each unit owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements. On or before January 1, of the ensuing year, and the first of each and every month of said year, each owner shall be obligated to pay to the Board of Managers, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this paragraph. On or before the date of the annual meeting of each calendar year, the Board of Managers shall supply to all owners an itemized accounting of the maintenance expenses for the preceding year, the amounts actually collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Without limiting the definition of "estimated cash requirement", the following are specifically agreed to be included within the meaning of "estimated cash requirement": the cost of all utilities serving the property; the "common water heater for laundry areas" and electrical service for any furnace and air conditioning which are used in common element areas (referred to as the "common utilities"); the anticipated expense of maintenance and replacement of the mechanical systems associated with the common utilities, including the common water heater.

Section 9.2: ACCOUNTING AND SHORTAGES: By March 15th of each year, the Board shall supply to all unit owners an itemized accounting of all income and expenses of the preceding calendar year. Any balance remaining, as shown in such accounting, less reserves for future needs and contingencies, shall be credited according to each owner's percentage of ownership in the common elements to the next monthly installments due under the current year's estimate, until exhausted. One-sixth (1/6) of any net shortage shall be added, according to each owner's percentage of ownership in the common elements, to the installments due in the next succeeding months after the rendering of the accounting. Reserves are to be for the benefit of all owners and no unit owner shall have any interest therein upon transfer of his unit.

Section 9.3: RESERVE FUND: The Board of Managers shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures and replacements which are not originally included in the annual estimate and which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any unit owner's assessment, which shall be assessed to the unit owners according to each unit owner's percentage of ownership in the common elements, the Board of Managers shall serve notice of such further assessment on all unit owners by a statement in writing, giving the amount and reasons therefore, and such further assessment, shall become effective commencing with the monthly maintenance payment which is due next following the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount.

Section 9.4: PAYMENT BY DEVELOPERS: All units owned by Developers, until such time as the unit shall be rented or conveyed to an individual owner, shall bear assessments equal to fifty percent (50%) of the assessment paid by individual unit owners.

Section 9.5: PERSONAL OBLIGATIONS OF OWNER: The amount of any assessment against any unit shall be the personal obligation of the owner thereof. No owner

may avoid or diminish any personal obligation by waiver of the use and enjoyment of any of the Common Elements or abandonment of his unit.

Section 9.6: ATTORNEY'S FEES: In the event the Board of Managers shall bring suit against any unit owner for a violation of any of the provisions hereof or to enforce the performance of any of the provisions hereof by a unit owner, the cost of such suit and a reasonable attorney's fee, if such suit is successful, shall be assessed by the Board of Managers against the unit owner or owners affected thereby.

Section 9.7: DEFAULTS, COLLECTIONS AND LIENS: If any unit owner fails or refuses to make any payment of the common expenses when due, the amount thereof, together with interest at the rate of ten (10) percent per annum and all costs of collections, shall constitute a lien upon such unit owner's interest in the property prior to all other liens and encumbrances, recorded or unrecorded, except only taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this state and other state or federal laws which by law are a lien on the interest of such unit owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such unit owner recorded prior to the date such notice was recorded which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided may from time to time request in writing a written statement from the manager of the Board of Managers setting forth the unpaid common expenses with respect to the unit covered by this encumbrance and unless the request is complied with within twenty (20) days, all unpaid common expenses which becomes due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable with respect to such unit and upon such payment, such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance. The lien to secure payment of common expenses shall be in favor of the members of the Board of Managers and their successors in office and shall be for the benefit of all other unit owners, and may be foreclosed by an action brought in the name of the Board of Managers in like manner as a mortgage of real property, as provided in Sections 443.190, 443.200, 443.210, 443.220, 443.230, 443.240, 443.250, 443.260, 443.270, 443.280, 44.3290, 443.300 and 443.310 RSMo. The members of the Board of Managers and their successors in office, acting on behalf of the other unit owners, shall have the power to hold in the interest so foreclosed at the foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

ARTICLE TEN: VOTING AND MEETINGS OF UNIT OWNERS:

Section 10.1: VOTING RIGHTS: Each unit shall have one (1) vote. Only one (1) person shall be entitled to vote for the owners of each unit and such person shall be known as the voting member. Should more than one (1) person own a unit, the voting member shall be designated by all owners, in writing. Any such designation may be revoked at any time in writing. Should the same person or persons, including Developers, own more than one (1) unit, the same voting member may be designated for each unit, and in this event, he or she or the Developers shall have one (1) vote for each such unit. A corporation, if any

owner, shall act through its president or through such other officer, director or attorney at law as the Board of Directors designated, in writing. All designations of voting members shall be held by the Secretary among the records of the Board.

Section 10.2: MEETINGS:

- (a) Quorum: The majority (as defined in Section 1.3) of all voting members shall constitute a quorum for any meeting. Any action may be taken at any meeting at which a quorum is present upon the affirmative vote of the majority (as defined in Section 1.3) of the members present.
- (b) Annual Meeting: The first annual meeting of the members shall be held one (1) year from the date of the election of the First Board, all members being given ten (10) days written notice by the Board of such meetings, such notices being sufficient if deposited in the mail boxes for the units. Annual meetings shall thereafter be held on the same date with the same notice.
- (c) Special Meetings: Special meetings of the voting members may be called at any time for the purpose of considering any matter requiring the approval of unit owners, or for any other reasonable purpose. Such special meetings shall be called by written notice, authorized by a majority of the Board upon ten (10) days written notice.

ARTICLE ELEVEN: SALE, LEASING OR OTHER ALIENATION:

Section 11.1: SALE OR LEASE: Any unit owner other than the named Developers (and any successor developer) and other than a mortgagee acquiring a unit by foreclosure or by Deed in lieu of foreclosure, who wishes to sell or lease his unit ownership (or lessee of any unit wishing to assign or sublease such unit) to any person not related by blood or marriage to the unit owner shall give to the Board of Managers no less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The Board of Managers shall at all times have the first right and option to purchase or lease such unit ownership upon the terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice; if said option is not exercised by the Board of Managers within said thirty (30) day period, the unit owner (or lessee) may, at the expiration of said thirty (30) day period, contract to sell or lease (or sublease or assign) such unit ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein. The sale, lease or other disposition of any unit acquired by the Board of Managers pursuant to exercise of first right and option to purchase" shall be in accordance with such terms and provisions as the Board of Managers shall in each instance approve. The named Developers (and any successor developers) shall not be obligated by the provisions of this Section 11.1 covering sale or lease.

Section 11.2: GIFT: Any unit owner other than the named Developers (and any successor developer) and other than a mortgagee acquiring a unit by foreclosure or by deed in lieu of foreclosure, who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be heirs at law of the unit owner under the laws of descent of the State of Missouri, shall give to the Board of Managers not less than ninety (90) days written notice of his or her

intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Board of Managers shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be determined by appraisal as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board of Managers, the Board of Managers and the unit owner desiring to make such gift shall appoint a qualified real estate appraiser to act as appraiser. The two appraisers so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third appraiser. Within fifteen (15) days after the appointment of said appraiser, the three appraisers shall determine by majority vote, the fair market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the unit owner and the Board of Managers. The Board of Managers' option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

Section 11.3: DEVISE: In the event any unit owner dies leaving a Will devising his or her unit ownership or any interest therein, to any person or persons not heirs at law of the deceased unit owner under the laws of descent of the State of Missouri, and said Will is admitted to probate, the Board of Managers shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said Will, or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by appraisal. Within sixty (60) days after the appointment of a personal representative for the estate of the deceased unit owner, the Board of Managers shall appoint a qualified real estate appraiser to act as an appraiser and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days thereafter, said devisee or devisees, or personal representative as the case may be, shall appoint a qualified real estate appraiser to act as an appraiser. Within ten (10) days after the appointment of said appraiser, the two so appointed shall appoint another qualified real estate appraiser to act as the third appraiser. Within fifteen (15) days thereafter, the three appraisers shall determine by majority vote, the fair market value of the unit ownership or interest therein devised by the deceased unit owner, and shall thereupon give written notice of such determination to the Board of Managers and the devisee or personal representative. The Board of Managers' option to purchase the unit ownership or interest therein shall expire forty-five (45) days after the date of receipt by it of such notice.

Section 11.4: INVOLUNTARY SALE: In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale, whether by judicial foreclosure or by power of sale contained in a Deed of Trust), the person acquiring title through such sale shall, before taking possession of the unit so sold, give thirty (30) days written notice to the Board of Managers of his intention so to do, whereupon the Board of Managers shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If such option is not exercised by the Board of Managers within said thirty (30) days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of

said unit. The Board of Managers shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period. The sale, lease or other disposition of any unit acquired by the Board of Managers pursuant to exercise of such irrevocable option to purchase shall be in accordance with the terms and provisions as the Board of Managers in each instance approve.

Section 11.5: RELEASE OR WAIVER OF OPTION: Upon the written consent of the Board members, any of the options contained in this Article may be released or waived and the unit ownership or interest therein that is subjected to an option set forth in this Article Eleven may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article, provided that any subsequent sale, conveyance, lease, gift or devise shall be subject to the provisions of this Article.

Section 11.6: PROOF OF TERMINATION OF OPTION: A certificate executed and acknowledged by the acting Secretary of the Board of Managers stating that the provisions of this Article Eleven as hereinabove set forth have been met by a unit owner, or duly waived by the Board of Managers, and that the rights of the Board of Managers hereunder have terminated, shall be conclusive upon the Board of Managers, and the unit owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any unit owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived or released, upon request at a reasonable fee, not to exceed Ten Dollars (\$10.00).

Section 11.7: FINANCING OF PURCHASE UNDER OPTION:

- (a) With the written consent of the "institutional" (as herein defined) holders of all of the Deeds of Trust on the units in the property being first had and obtained, acquisition of unit ownerships or any interest therein under the provisions of this Article shall be made from the maintenance fund. If said fund is insufficient, then with the written consent of the holders of all of the Deeds of Trust on the units in the property being first had and obtained, the Board of Managers shall levy an assessment against each owner in proportion to his ownership in the common elements, which assessment shall become a lien and be enforceable in the same manner as provided herein for assessment.
- (b) The Board of Managers, in its discretion, may borrow money to finance the acquisition of any unit authorized by this Article; provided the written consent of each "institutional" Deed of Trust holder on the units in the property is first had and obtained, further provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the property other than the unit ownership or interest therein to be acquired. "Institutional" as herein used is defined as banks, and trust companies, savings and loan associations, title companies, real estate investment trusts, and any other mortgage lender having a net worth in excess of \$25,000,000.

Section 11.8: TITLE TO ACQUIRED INTERESTS: Unit ownership or interest therein acquired pursuant to the terms of this Article shall be held of record in the name of the Board of Managers, or such nominee as it shall designate, for the benefit of all the unit owners. Such unit ownerships or interests therein shall be sold or leased by the Board of Managers for the benefit of the unit owners. All proceeds of such sale and/or leasing shall be deposited in the Maintenance Fund and may there-after be disbursed at such time and in such manner as the Board of

Managers may determine, except that sales proceeds to the extent of the amount of general funds theretofore used to acquire such unit shall be retained as part of the general funds for other authorized uses.

ARTICLE TWELVE: DAMAGE, DESTRUCTION AND RECONSTRUCTION:

Section 12.1: INSURANCE PROCEEDS USED FOR RECONSTRUCTION - RECONSTRUCTION DEFINED: In case of fire or any other disaster, the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. "Reconstruction of the building" means restoring the building to substantially the same condition in which it existed prior to the fire or other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

Section 12.2: INSURANCE PROCEEDS INSUFFICIENT TO RECONSTRUCT, EFFECT: In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

- (a) The property shall be deemed to be owned in common by the unit owners;
- (b) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the percentage of undivided interest previously owned by such owner in the common elements;
- (c) Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein;
- (d) The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the unit owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each unit owner.

Section 12.3: RECONSTRUCTION: Any reconstruction or repair must be substantially in accordance with the plat or plats for the original building at the time this Declaration is recorded, or if not, then according to plans and specifications approved by the Board of Managers, and if the damaged property is a building, by the unit owners of all damaged units therein, which approvals shall not be unreasonably withheld.

Section 12.4: DAMAGE WITHIN A UNIT: If the damage is only to those parts, of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Board of Managers.

Section 12.5: ESTIMATE TO REPAIR: Immediately after a determination to rebuild or repair damage to property for which the Board of Managers has the responsibility of reconstruction and repair, the Board of Managers shall obtain reliable and detailed estimates of the cost of rebuilding or repairing.

Section 12.6: INSURANCE PROCEEDS INSUFFICIENT: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Board of Managers, or if at any time during reconstruction and repair, or upon completion of reconstruction and re-pair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units and against all unit owners in the case of damage to the common elements, in sufficient amounts to provide funds for the payment of such costs. Such Assessments against the unit owners for damage to units shall be computed by taking the cost to repair the respective unit as a basis in relation to the cost of reconstruction and repair of the property as a whole.

Section 12.7: ASSESSMENT REGULATIONS: The Board of Managers shall adopt rules and regulations for the assessments, collection of assessments and collection of insurance funds and for the payment or disbursement of the same.

ARTICLE THIRTEEN: SALE:

Section 13.1: SALE OF PROPERTY, AUTHORIZED, HOW - DISSENTING OWNER ENTITLED TO INTEREST, DEFINED: Seventy-five percent (75%) or more of the unit owners, may, by affirmative vote at a meeting of the unit owners duly called for such purpose, elect to sell all or any part of the property. Such action shall be binding upon all unit owners, and it shall thereupon become the duty of every unit owner to execute and deliver such instruments and to perform all acts as in manner and form as may be necessary to effect the sale. In the event of the sale of all the property, any unit owner who did not vote in favor of such action and who has filed written objection thereto with the manager or Board of Managers within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of the interest, less the amount of any unpaid assessments, or charges due and owing from such unit owner. The value of such interest, for this purpose, shall be that percentage of the total value of the property determined by fair appraisal which represents the ownership percentage of the common elements allocated to the unit owners by such objecting owner.

Section 13.2: PROPERTY REMOVED FROM CONDOMINIUM LAW, HOW EFFECTS: All of the unit owners may remove the property from the provisions of this Declaration by an instrument to that effect, duly recorded if the holders of all liens affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the individual interest of the unit owner. Upon such removal, the property shall be deemed to be owned in common by all the owners. The undivided interest in the property owned in common which shall appertain to each owner shall be the percentage of undivided interest previously owned by such owner in the common elements.

ARTICLE FOURTEEN: REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS:

Section 14.1: ABATEMENT AND ENJOYMENT: The violation of a restriction of condition or regulation adopted by the Board of Managers or the breach of any

covenant or provision herein contained shall give the Board of Managers the right, in addition to the rights set forth in the next succeeding section:

- (a) To enter upon the land which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of such defaulting owner, any structure, thing or condition that may exist thereon, contrary to the intent and meaning of the provisions thereof, and the Developers, or their successors or assigns, or the Board of Managers, on its agent, shall not thereby be deemed guilty in any manner or trespass; or
- (b) To enjoin, abate or remedy, by appropriate legal proceedings, either at law or in equity, the continuance of any breach, or to recover damages, or both.

Section 14.2: INVOLUNTARY SALE: If any unit owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board of Managers, and such violation shall continue for thirty (30) days after notice in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board of Managers, the Board of Managers, has the power by action of a majority of its members, to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of said defaulting unit owner to continue as a unit owner and to continue to use, occupy or control his unit and thereupon an action in equity may be filed by the Board of Managers against the defaulting unit owner, subject to the prior written consent of any mortgagee having a security interest in the unit ownership of the de-defaulting owner for a decree of mandatory injunction or, in the alternative, for a decree declaring the termination of the defaulting unit owner's right to occupy, use or control the unit owned by him on account of the breach of covenant and ordering that all right, title and interest of the unit owner in the property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting unit owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, commissioner's fees, Court re-porter charges, reasonable attorney's fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting unit owner in said decree. Any balance of proceeds after satisfaction of such charges and any unpaid assessments hereunder or any lien shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit owner-ship and to immediate possession of the unit sold and may apply to the Court for a writ of execution for the purpose of acquiring such possession, and it shall be a condition of any such sale and the decree shall so provide, that the purchaser shall take the interest in the property sold subject to this Declaration, and the purchaser shall become a unit owner in the place and stead of the defaulting unit owner.

ARTICLE FIFTEEN: AUTHORITY OF THE DEVELOPERS:

Section 15.1: EXERCISE OF BOARD OF MANAGERS' POWERS: Until such time as the Board of Managers provided for in this Declaration is elected, Developers shall exercise the powers, rights, duties and functions of the Board of Managers, including, but not limited to, the right to control the maintenance fund and make all expenditures from same which would otherwise be made by the Board of Managers pursuant hereto.

Section 15.2: ADVERTISING BY THE DEVELOPERS: Notwithstanding any provision hereof to the contrary, at all times and from time to time prior to Developers conveying all units of this Condominium to third parties, Developers (and their successors and mortgagees) shall have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of units in this Condominium, and (ii) to maintain sales and business offices in units of this Condominium to facilitate the completion of construction of the units and improvements comprising this Condominium and sale of units thereof. The construction of improvements by Developers hereby reserve the right and privilege for themselves and their designated successors and mortgagees) to conduct the activities enumerated in this paragraph until all units of this Condominium have been completed and conveyed to third parties who have purchased the same for residential purposes. All rights afforded Developers under this Article shall inure to the benefit of any mortgage-holder acquiring title to any unit hereunder.

ARTICLE SIXTEEN: AMENDMENTS:

Section 16.1: AMENDMENT TO INCLUDE ADDITIONAL PARCELS, CHANGE NUMBER OF UNITS AND/OR AMEND PERCENTAGE OF INTEREST: Each grantee of Developer, by the acceptance of a deed of conveyance, shall be deemed to have consented to such amendment or amendments to this Declaration, By-Laws and plat as may be filed by Developer to change the number of units and/or to amend the percentage of ownership interest in the common elements allocated to each unit by reason of this addition of units or by reason of change in size or dimensions of any units. Without limiting the generality of the foregoing, each unit owner shall, by and upon taking title to any unit, be conclusively deemed to have appointed the Developer as such owner's agent and attorney in fact for such owner to acknowledge the consent of such owner to an increase in the number of units, and for amendment of percentage and ownership allocated to each unit; and all owners shall be deemed to have mutually covenanted with each other and with Developer, not to attempt to revoke the aforesaid attorney in fact and powers thereunder for a period of four (4) years from and after the date of recording of this Declaration, and any attempted revocation prior to the expiration of said four (4) years shall be of no force and effect. When, as, and if any unit owner shall have the right to revoke said attorney in fact and powers thereunder, such revocation shall not be effective until placed of record. For the foregoing purposes, the Developer is hereby constituted the Attorney in Fact for each unit owner to execute any instrument to carry out the terms and provisions of this Section.

Section 16.2: OTHER AMENDMENTS: No modification or amendment of this Declaration or By-Laws herein shall be valid unless such modification or amendment has the written assent of the owners of all Deeds of Trust of record and by the owners of at least seventy-five percent (75%) of the units and until such modification or amendment is duly recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, provided, however, that this Declaration and By-Laws shall at all times contain the minimum requirements imposed by Chapter 448, V.A.M.S., and in particular by Section 448.180 V.A.M.S. with insurance maintained as required by Section 448.140 V.A.M.S, and disbursed as required by Section 448.130 and 448.140, V.A.M.S. In the event the Statutes of Missouri subsequently provide a different method of amendment, then such Statute shall supersede this Article provided the consent of the holders of the first

Deed of Trust is first had and obtained.

ARTICLE SEVENTEEN: GENERAL PROVISIONS:

Section 17.1: CAPTIONS: The captions of the various Articles and Sections are for purposes of reference only and are not deemed to have any substantive effect.

Section 17.2: MORTGAGES: Each unit owner shall have the right to grant one or more mortgage or deed of trust liens against such unit owner's interest in the property. If any unit owner fails to pay any amount required to be paid under the provisions of any mortgage or deed of trust against such unit owner's interest in the property, the Board of Managers 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 the Condominium Property Act for the State of Missouri with respect to liens for failure to pay a share of common expenses. The foregoing shall not be construed to require the holder of a mortgage or deed of trust against any unit to give notice of default under such mortgage or deed of trust to the Board of Managers or to receive permission from the Board of Managers to foreclose the lien of such mortgage or deed of trust. No unit owner shall have the right or authority to make or create or cause to be made or created any lien, security, interest, or encumbrance on or affecting the property or any part thereof, except only to the extent of such unit owner's interest in the property.

Section 17.3: NOTICE TO MORTGAGEES: Upon written request to the Board of Managers, the holder of any duly recorded mortgage or deed of trust against any unit shall thereafter be given copies of any and all notices permitted or required by this Declaration to be given to the unit owner, or owners, which unit ownership is subject to such mortgage or deed of trust.

Section 17.4: MANNER OF GIVING NOTICE: Notice required to be given to the Board of Managers may be delivered to any member of the Board of Managers either personally or by Certified Mail addressed to such member or officer at his unit, Return Receipt Requested.

Section 17.5: NOTICE IN EVENT OF DEATH: Notices required to be given any devisee or personal representative of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 17.6: ACCEPTANCE BY GRANTEE: Each grantee of Developers by this acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taking to be covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited

and stipulated at length in each and every deed of conveyance.

Section 17.7: NO WAIVER: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 17.8: SAVING CLAUSE: The invalidity of any covenants, restrictions, conditions, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 17.9: INTERPRETATION: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of the Condominium Apartment development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule against Perpetuities and not be subject to Section 448.120, V.A.M.S., then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri Law, or for the life or lives in being plus twenty-one (21) years thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

Section 17.10: BONDS: Before any unit owner shall become a member of and serve on the Board of Managers, he must be bonded. The Board of Managers shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all unit owners in the sum of at least one hundred fifty percent (150%) reserves. The bond shall be written only by any bonding company approved to write fidelity bonds by the St. Louis Probate Court for Executors and Administrators. The cost of premium for such blanket bond shall be paid out of funds of this Condominium as a general charge and shall not be borne by the individual members of the Board of Managers. Such policy shall contain a waiver of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Section 17.11: SERVICE OF NOTICE ON THE BOARD: Notices required to be given to the Board may be delivered to any member of the Board, either personally or by certified or registered mail - postage prepaid, addressed to such member at his unit. Until the first meeting of Unit Owners is called, such notices shall be delivered or mailed to the Developers at 4355 Maryland, St. Louis, Missouri 63108, or at such other address as the Developers may from time to time designate by record instrument.

Section 17.12: COVENANTS TO RUN WITH LAND: Each grantee of the Developers, by the acceptance of a deed of conveyance, or each purchase under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdictions, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to

the benefit of such unit owner in the manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 17.13: WAIVER OF DAMAGES: Neither the Developers nor their representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to them by or pursuant to this Declaration or in the Developers (or their representatives' or designees') capacity as developers, contractor, owner, manager, or seller of the property, whether or not such claim (i) shall be asserted by any owner, occupant, the Board or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused or (iii) shall arise ex contractu or (except in the case of negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any owner, occupant, the Board and their respective agents, employees, guests, and invitees, or by reason of any neighboring property, or personal property located on or about the property, or by reason of the failure to function or disrepair of any utility services (electricity, water, sewage, etc).

Section 17.14: ATTORNEY IN FACT FOR DEVELOPERS: The Developers may from time to time by instrument recorded in the City of St. Louis, Missouri Records designate one (1) or more of their number as their agent for the purpose of executing any or all of the following instruments: Deeds, Promissory Notes, Deeds of Trust, Sale Contracts for Units, and any other instrument pertaining to the sale of a Unit or the conveyance of title thereto. Any such appointment may be revoked only by an instrument executed by both of the Developers and recorded in the City of St. Louis, Missouri Records.

ARTICLE EIGHTEEN: LIMITED COMMON ELEMENTS:

Those portions of the common elements reserved for the use of certain unit owners or a certain unit owner, to the exclusion of other unit owners, are deemed limited common elements. Any expense of the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Board of Managers, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be caused by the negligence or misuse by a unit owner, his family, guests, servants and invitees, he shall be responsible therefor, and the Board of Managers shall have the right to levy an assessment (to defray the cost of repairs, replacements and restoration as to damage arising out of any negligence or misuse) against the owner of said unit, which assessment shall have the same force and effect as all other special assessments. The limited common elements include basement parking space and storage spaces as shown on the plat.

Section 18.1: BASEMENT PARKING SPACES: All basement parking spaces are given identifying numbers and are delineated on the plat to be recorded simultaneously therewith. Basement parking spaces shall be limited common elements. The Developers shall have the right to designate the use of a specific basement parking space to a unit owner for his exclusive use. The unit owner who is designated to have the exclusive use of any such basement parking space,

subject to the provisions of this Declaration restricting sale, may sell or assign the exclusive use thereof, only to the purchaser of his unit, or he may lease the space to another unit owner for a term which must end prior to his disposition of his unit. The conveyance of a specific basement parking space to a unit owner shall only grant said unit owner the exclusive use thereof and such conveyance shall not convey title to such space nor any interest therein other than the right of exclusive use. The Developers shall have the right to sell and convey the exclusive use of all the basement parking spaces to the unit owners on and as Developers may determine in their sole discretion. After the election of the first Board of Managers, the Board shall have the authority to lease on a monthly basis any remaining spaces to unit owners who may desire additional parking spaces in the event all basement parking spaces are not sold and conveyed by Developers. Funds collected shall be used to reduce the common expenses.

All the revenues derived from the initial sale of the exclusive use of basement parking spaces shall belong to the Developers. The Developer shall retain the right to modify the sale price for such use until such time as all basement parking spaces have been sold to unit owners. Until such time as Developers sell a basement parking space, Developers shall have the right to rent or lease such space to any person upon such terms as Developers may desire; a sale or transfer of such basement parking space to a successor Developer shall not be deemed a sale effective to terminate such right to rent or lease.

That all outdoor parking spaces are not delineated on the plat to be recorded simultaneously herewith with given identifying numbers, and they shall be common elements, and may be used by the unit owners, subject to the rules and regulations as are set forth from time to time by the Board of Managers, or by the Developers until the Board of Managers is appointed as herein set forth.

Section 18.2: STORAGE SPACES: Storage spaces shall consist of 128 individual 3 foot x 3 foot storage spaces which are to be given identifying numbers. The location of the locker room where the individual storage spaces are to be located is delineated on the plat to be recorded simultaneously herewith. Storage spaces shall be limited common elements and shall be for the exclusive use of the unit owner assigned to each space. Ownership of storage spaces shall be transferred with ownership of a unit and may not be separately transferred. The locker room where said storage spaces shall be located shall be a common element.

ARTICLE NINETEEN: RESERVATION OR RIGHTS:

Notwithstanding any provision or implication herein to the contrary or otherwise, Developers on behalf of themselves and their designated successors and assigns:

Section 19.1: RESERVATIONS TO DEVELOPERS: Reserves and retains solely into themselves the right to receive and solely retain any and all tap-on-fees, recoupments, rights, options, benefits and privileges or money consideration which may be refunded or allowed on account of any sums previously expended or subsequently provided by or for the mains, sewers, water lines, storm and sanitary sewers, gas pipes, conduits, poles, wires, electric and utility conduits, street lines and similar items, if any money is in fact expended by the Developers for any of the foregoing.

Section 19.2: ITEMS TO WHICH DECLARATION IS SUBJECT: This Declaration is subject to easements, reservations, conditions, temporary construction easements, if any, restrictions, Deeds of Trust, if any, lien for real estate taxes, subsequent to calendar year 1983 all of record, if any.

ARTICLE TWENTY: UNIT OWNERS' RESPONSIBILITY:

Section 20.I: UNIT OWNERS' RESPONSIBILITY: Each unit owner shall furnish and be responsible for, at his own expense, all of the decorating within his own unit, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, window screens, curtains, lamps, and other furnishings and interior decorating. The maintenance responsibilities in this Article shall be subject to the Rules and Regulations adopted by the Board of Managers. All interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective unit owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the property shall be subject to the Rules and Regulations adopted by the Board.

- (a) Decoration of the common elements and any redecoration of units to the extent made necessary by any damage to existing decoration of such units caused by maintenance, repair and replacement work on the common elements by the Board of Managers, shall be furnished by the Board of Managers as part of the common expenses.
- (b) No alterations of any common elements or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Board of Managers.
- (c) No water beds, or other form of liquid filled article of furniture shall be permitted in any unit at any time.
- (d) All bedrooms in all units shall be fully carpeted with wall to wall carpeting over padding at all times.
- (e) Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit including, but not limited to, air conditioning, furnace, plumbing fixtures, windows, window screens, refrigerators, ranges, and other kitchen appliances, provided, however, that the bringing of water and plumbing or electricity to or through the unit shall be furnished by the Board of Managers, as part of the common expense. The Board of Managers may provide, by its Rules and Regulations for ordinary maintenance and minor repairs and replacements to be furnished to units by building personnel as common expense.
- (f) If, due to household pet, or other negligent act or omission of a unit owner, or of a member of his family or of a guest or other authorized visitor, occupant or lessee of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be thereby required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Managers. Maintenance, repairs and replacements to the common elements or to the units shall be

subject to the Rules and Regulations adopted by the Board of Managers.

- (g) To the extent that the equipment, facilities and fixtures within any unit or units shall be connected to similar equipment, facilities or fixtures affecting or serving other units or the common elements then the use thereof by the individual unit owners shall be subject to the rules and regulations adopted by the Board of Managers. The authorized representatives for the building shall be entitled to reasonable access to the individual units as may be required in connection with maintenance, repairs and replacements of or to the common elements or any equipment, facilities or fixtures affecting or serving other units or the common elements.

Section 20.2: THIRD PARTY UNIT ASSESSMENTS: Each unit owner shall bear and pay all assessments, charges, taxes or levies imposed against his unit by any public or private company or any governmental agency.

Section 20.3: SEPARATE REAL ESTATE TAXES:

The real estate taxes of each unit are to be separately paid by each unit owner as provided by law. If, for any reason, the tax bills are not separately issued by the taxing authorities, then each unit owner shall pay his share of such taxes based upon his ownership interest in the common elements.

Section 20.4: UTILITIES:

Each unit owner shall pay for his own telephone, electricity and gas and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

ARTICLE TWENTY-ONE: SUBMISSION OF PROPERTY TO THE ACT:

Section 21.1: SUBMISSION OF PROPERTY TO THE ACT: The Developers as the owners in fee simple of the property hereby intend to and do submit the property to the provisions of the Condominium Property Act of the State of Missouri. The Developers expressly intend by the recording the Declaration to submit the parcel and property to the provisions of the act.

ARTICLE TWENTY-TWO: BOARD OF MANAGERS MAY ACT FOR OWNERS-ACTIONS-SERVICE OF PROCESS:

Section 22.1: REPRESENTATIVE FUNCTION OF BOARD MEMBERS: Board of Managers or the members thereof are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the property, or to acquire any lien thereon or to acquire or receive the proceeds of any policy of insurance or other monies, goods or chattels, with respect to the property, such actions shall be carried out in the names of the members of the Board of Managers and their successors in office from time to time, as trustees, on behalf of some or all of the unit owners, as the case may be.

Section 22.2: PROSECUTION OF COMMON ACTIONS IN THE NAME OF BOARD MEMBERS: Without limiting the rights of any unit owner, actions may be brought in the names of the members of the Board of Managers on behalf of two or more

of the unit owners, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one unit. Service of process on two or more unit owners in any action relating to the common elements or more than one unit may be made on any members of the Board of Managers.

Section 22.3: SERVICE OF PROCESS AND JUDGMENT: In the event of any violation of any ordinances affecting the common elements, service of notice thereof or service of process in any prosecution for ordinance violation may be made on any member of the Board of Managers in lieu of naming or serving all unit owners having an interest in the common elements, and such proceedings shall bind all unit owners. In the event that judgment is rendered in such proceeding against the Board of Managers, the Board of Managers shall satisfy such judgment, including payment of all costs, fines and attorney's fees and including the expenditure of all funds necessary to cure such violation. The Board of Managers shall have the right to prorate and assess any costs so incurred against those unit owners that gave rise to the cause of action, violation, and judgment. In the event the unit owners do not satisfy the special assessment, the Board may proceed under Article Fifteen.

ARTICLE TWENTY-THREE: CONDEMNATION PROCEEDINGS:

Whenever the State, a political subdivision, or any other corporation, agency or authority having the power of eminent domain shall seek to acquire any of the common elements of Condominium property, such authority may conduct negotiations with the Board of Managers as representatives of all unit owners, and the said Board of Managers may execute and deliver the appropriate conveyance on behalf of all owners in return for the agreed consideration. Said Board of Managers shall allocate such consideration, whether received through negotiation or condemnation, to the common elements or to unit owners in proportion to their respective interests. In the event negotiations shall fail, the condemning authority may join the Board of Managers as party defendants in lieu of naming all unit owners having an interest in the common elements, and such proceedings shall bind all unit owners; however, any unit owner having an interest in the common elements may be made a party defendant in such proceedings.

IN WITNESS WHEREOF, Developers have executed this Declaration this
___ day of _____, 1983.

DEVELOPERS:

RILEY A. GEITZ

EDWARD H. KIEFFER

EXHIBIT "A" LEGAL

DESCRIPTION

A lot in Block 3909 of the City of St. Louis, fronting 233 feet 4 inches on the North line of Maryland Avenue, by a depth Northwardly of 240 feet 2-5/8 inches to an alley; bounded West by a line 325 feet 9-1/2 inches East of the East line of Newstead Avenue.

(Said real estate contains improvements thereon consisting of a four story building with basement area, as shown in detail on the Plat of survey of the property. That said building fronts on Maryland Avenue, City of St. Louis, Missouri).

EXHIBIT "B"

MARYLAND HOUSE CONDOMINIUMS

Unit No.	Square Feet Per Unit	% of Living Area Only (Does not Include Halls, Stairways, Etc).
101	868.15	1.02
102	866.43	1.01
103	671.40	.79
104	668.52	.78
105	671.62	.79
106	668.18	.78
107	668.92	.78
108	669.06	.78
109	670.19	.78
110	670.47	.78
111	669.22	.78
112	669.15	.78
114	670.90	.79
115	668.54	.78
116	499.66	.58
117	389.57	.46
118	865.26	1.01
119	867.36	1.02
120	667.70	.78
121	669.20	.78
122	672.93	.79
123	668.08	.78
124	665.66	.78
125	668.54	.78
126	678.90	.79
127	669.38	.78
128	668.47	.78
129	669.72	.78
130	668.83	.78
131	670.10	.78
132	380.38	.45
133	489.85	.57

EXHIBIT "B"

MARYLAND HOUSE CONDOMINIUMS

Unit No.	Square Feet Per Unit	% of Living Area Only (Does not Include Halls, Stairways, Etc).
201	872.14	1.02
202	866.94	1.01
203	670.74	.79
204	671.94	.79
205	670.21	.78
206	669.88	.78
207	670.81	.79
208	669.22	.78
209	669.88	.78
210	669.88	.78
211	669.36	.78
212	671.83	.79
214	671.55	.79
215	673.10	.79
216	499.87	.59
217	392.19	.46
218	872.34	1.02
219	869.22	1.02
220	668.83	.78
221	670.33	.78
222	669.45	.78
223	671.08	.79
224	667.38	.78
225	668.99	.78
226	669.22	.78
227	668.58	.78
228	670.19	.78
229	670.04	.78
230	669.74	.78
231	669.60	.78
232	385.30	.45
233	510.95	.60

EXHIBIT "B"

MARYLAND HOUSE CONDOMINIUMS

<u>Unit No.</u>	<u>Square Feet Per Unit</u>	<u>% of Living Area Only (Does not Include Halls, Stairways, Etc).</u>
301	873.97	1.02
302	870.63	1.02
303	672.06	.79
304	671.47	.79
305	670.58	.78
306	671.49	.79
307	670.65	.78
308	670.35	.78
309	673.04	.79
310	670.85	.79
311	668.87	.78
312	672.62	.79
314	671.76	.79
315	670.87	.79
316	501.08	.59
317	393.61	.46
318	871.56	1.02
319	878.10	1.03
320	672.28	.79
321	671.38	.79
322	670.51	.78
323	670.42	.78
324	668.80	.78
325	671.62	.79
326	669.01	.78
327	668.80	.78
328	670.72	.79
329	670.06	.78
330	670.13	.78
331	673.19	.79
332	386.45	.45
333	507.60	.59

EXHIBIT "B"

MARYLAND HOUSE CONDOMINIUMS

Unit No.	Square Feet Per Unit	% of Living Area Only (Does not Include Halls, Stairways, Etc).
401	880.43	1.03
402	869.42	1.02
403	670.53	.78
404	671.55	.79
405	672.17	.79
406	672.01	.79
407	670.65	.78
408	671.26	.79
409	668.96	.78
410	673.60	.79
411	670.96	.79
412	672.37	.79
414	671.92	.79
415	671.10	.79
416	501.50	.59
417	394.36	.46
418	875.32	1.02
419	872.88	1.02
420	671.35	.79
421	671.92	.79
422	672.39	.79
423	671.92	.79
424	669.93	.78
425	674.19	.79
426	671.49	.79
427	670.91	.79
428	673.19	.79
429	673.28	.79
430	671.62	.79
431	671.55	.79
432	386.11	.45
433	509.97	.60

MARYLAND HOUSE CONDOMINIUM ASSOCIATION

SPECIAL ASSESSMENT—ROOF REPAIR

UNIT TYPE	SQ. FT.	TOTAL COST @ 0.922 PER SQUARE FOOT	NO. OF UNITS	TOTAL
1 BEDROOM	685	632.00	72	\$45,504
2 BEDROOM	865	798.00	13	10,374
EFFICIENCY	385	356.00	5	1,780
STUDIO	508	469.00	8	3,752
EFFICIENCY DOUBLE	1070	986.00	3	2,958
DOUBLE 2BR	1370	1,263.00	9	11,367
DOUBLE 3BR	1560	1,438.00	3	4,314
			113	<u>80,049</u>

ABOVE COSTS WITHOUT FINANCING

**MARYLAND HOUSE CONDOMINIUM ASSOCIATION
FIRE/SMOKE ALARM SYSTEM - \$67,300 SPECIAL ASSESSMENT –
UNIT PERCENTAGES & AMOUNT**

UNIT	PERCENTAGE OF OWNERSHIP	SPECIAL ASSESSMENT AMOUNT
101	1.02%	\$686.46
102	1.01%	\$679.73
103	.79%	\$531.67
104	.78%	\$524.94
105	.79%	\$531.67
106	.78%	\$524.94
107	.78%	\$524.94
108	.78%	\$524.94
109	.78%	\$524.94
110	.78%	\$524.94
111	.78%	\$524.94
112	.78%	\$524.94
114	.79%	\$531.67
115	.78%	\$524.94
116	.58%	\$390.34
117	.46%	\$309.58
118	1.01%	\$679.73
119	1.02%	\$686.46
120	.78%	\$524.94
121	.78%	\$524.94
122	.79%	\$531.67
123	.78%	\$524.94
124	.78%	\$524.94
125	.78%	\$524.94
126	.79%	\$524.94
127	.78%	\$524.94
128	.78%	\$524.94
129**	.78%	\$524.94
130	.78%	\$524.94
131**	.78%	\$524.94
132	.45%	\$302.85
133	.57%	\$383.61

* 112/114 is a double unit, listed under Unit #112 - Total assessment is \$1,056.61

** 129/131 is a double unit, listed under Unit #131 - Total assessment is \$1,049.88

UNIT	PERCENTAGE OF OWNERSHIP	SPECIAL ASSESSMENT AMOUNT
201	1.02%	\$686.46
202	1.01%	\$679.73
203	.79%	\$531.67
204	.79%	\$531.67
205	.78%	\$524.94
206	.78%	\$524.94
207	.79%	\$531.67
208	.78%	\$524.94
209	.78%	\$524.94
210	.78%	\$524.94
211	.78%	\$524.94
212	.79%	\$531.67
214	.79%	\$531.67
215*	.79%	\$531.67
216	.59%	\$397.07
217*	.46%	\$309.58
218	1.02%	\$686.46
219	1.02%	\$686.46
220	.78%	\$524.94
221	.78%	\$524.94
222	.78%	\$524.94
223	.79%	\$531.67
224	.78%	\$524.94
225	.78%	\$524.94
226	.78%	\$524.94
227	.78%	\$524.94
228	.78%	\$524.94
229**	.78%	\$524.94
230	.78%	\$524.94
231**	.78%	\$524.94
232	.45%	\$302.85
233	.60%	\$403.80

* 215/217 is a double unit, listed under # 215 - Total assessment is \$ 841.25

** 229/231 is a double unit, listed under # 231 - Total assessment is \$1,049.88

UNIT	PERCENTAGE OF OWNERSHIP	SPECIAL ASSESSMENT AMOUNT
301*	1.02%	\$686.46
302	1.02%	\$686.46
303*	.79%	\$531.67
304**	.79%	\$531.67
305	.78%	\$524.94
306**	.79%	\$531.67
307	.78%	\$524.94
308	.78%	\$524.94
309	.79%	\$531.67
310	.79%	\$531.67
311	.78%	\$524.94
312	.79%	\$531.67
314	.79%	\$531.67
315	.79%	\$531.67
316	.59%	\$397.07
317	.46%	\$309.58
318	1.02%	\$686.46
319***	1.03%	\$693.19
320	.79%	\$531.67
321***	.79%	\$531.67
322	.78%	\$524.94
323	.78%	\$524.94
324	.78%	\$524.94
325	.79%	\$531.67
326	.78%	\$524.94
327	.78%	\$524.94
328	.79%	\$531.67
329	.78%	\$524.94
330****	.78%	\$524.94
331	.79%	\$531.67
332****	.45%	\$302.85
333	.59%	\$397.07

* 301/303 is a double unit, listed under \$303 - Total assessment is \$1,218.13

** 304/306 is a double unit, listed under #304 - Total assessment is \$1,063.34

*** 319/321 is a double unit, listed under #319 Total assessment is \$1,224.86

**** 330/332 is a double unit, listed under #330 - Total assessment is \$827.79

UNIT	PERCENTAGE OF OWNERSHIP	SPECIAL ASSESSMENT AMOUNT
401	1.03%	\$693.19
402	1.02%	\$686.46
403*	.78%	\$524.94
404**	.79%	\$531.67
405*	.79%	\$531.67
406**	.79%	\$531.67
407	.78%	\$524.94
408	.79%	\$531.67
409	.78%	\$524.94
410	.79%	\$531.67
411	.79%	\$531.67
412 ***	.79%	\$531.67
414 ***	.79%	\$531.67
415 ****	.79%	\$531.67
416	.59%	\$397.07
417 ****	.46%	\$309.58
418 *****	1.02%	\$686.46
419	1.02%	\$686.46
420 *****	.79%	\$531.67
421	.79%	\$531.67
422	.79%	\$531.67
423	.79%	\$531.67
424	.78%	\$524.94
425	.79%	\$531.67
426	.79%	\$531.67
427	.79%	\$531.67
428*****	.79%	\$531.67
429	.79%	\$531.67
430	.79%	\$531.67
431	.79%	\$531.67
432	.45%	\$302.85
433	.60%	\$403.80

* 403/405 is a double unit, listed under #405 - Total assessment is \$1,056.61

** 404/406 is a double unit, listed under #404 - Total assessment is \$1,063.34

*** 412/414 is a double unit, listed under #412 - Total assessment is \$1,063.34

**** 415/417 is a double unit, listed under #415 - Total assessment is \$ 841.25

***** 418/420 is a double unit, listed under #418 - Total assessment is \$1,218.13

***** 421/423 is a double unit, listed under #423 - Total assessment is \$1,063.34

***** 428/430 is a double unit, listed under #428 - Total assessment is \$1,063.34