

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OWNERSHIP AND FIRST AMENDMENT TO THE PLAT FOR
THE DOLMAN CONDOMINIUM**

This First Amendment to the Declaration of Condominium Ownership for The Dolman Condominium ("First Amendment") and Second Amendment to Condominium Plat are made this 1st of September, 2004, by Givens-Johnson Partnership, a Missouri general partnership (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant created The Dolman Condominium by the execution and recording of a Declaration of Condominium Ownership for The Dolman Condominium (said Declaration hereafter referred to as the "Declaration") for the property described in Exhibit A attached hereto and recorded it in Book 01122004, Page 0465 of the records of the Recorder of Deeds of the City of St. Louis, Missouri and recorded the plat for the Condominium in Book 01122004 at Page 0466 (the "Plat").

WHEREAS, pursuant to Subsection 17 of the Declaration, Declarant may amend said Declaration and Plat.

WHEREAS, Declarant amended the Plat and recorded said First Amended Plat in Book 02112004, Page 0342;

WHEREAS, Declarant desires to amend and restate the Declaration and Plat in the manner set forth below in accordance with the procedures contained in Section 17 of the Declaration in order to correct the description of the property now in the Condominium and the Plat regarding the number of Units in the Condominium, after the recording of a subdivision plat on August 24, 2004 as Daily Number 414 to reduce the size of the Condominium.

NOW, THEREFORE, the Declarant does hereby amend and restate the Declaration and Plat as follows:

1. THE DECLARATION, IN ITS ENTIRETY, IS HEREBY AMENDED AND RESTATED TO READ AS FOLLOWS AND SHALL BE KNOWN HEREAFTER AS THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OWNERSHIP FOR THE DOLMAN CONDOMINIUM:

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Eligible Mortgagee or beneficiary under a deed of trust to whom a certificate or memorandum of insurance has been issued at their respective last known addresses.

12. RESTRICTIONS ON LEASING UNITS.

12.1. No Lease may be for any portion less than the entire Unit.

12.2. The Lease shall be in writing and shall be subject to all provisions of this Declaration and the rules and regulations of the Association.

12.3. The Lease shall include a provision that any violation of this Declaration or of the rules and regulations of the Association, shall be the basis for termination of the Lease by the Association.

12.4. All Leases of Units shall appoint the Association as agent and attorney-in-fact for the Unit Owner for the purposes of terminating the Lease and evicting the tenant if any violation of this Declaration or the By-Laws is not cured within thirty (30) days of written notice from the Association.

12.5. Leases for any Unit shall have a minimum term of six (6) months each and no such lease shall be on a month-to-month basis. Every lease shall prohibit the assignment thereof, except upon the consent of the lessor, and shall prohibit the subletting of the demised premises, except upon consent of the lessor.

12.6. All proposed Leases for any Unit shall be submitted to the Association for review at least one month prior to the effective starting date for the lease so as to assure compliance with this Declaration and the By-Laws. Upon execution of said lease, the Lessor shall provide a copy of said Lease for the Association. If said Lease does not comply with this Declaration or the By-Laws, the Association may take whatever steps are necessary to bring the Lease into compliance or terminate the Lease.

12.7. Unit Owners of Units may be asked to pay a "Lease Review Fee" to the Association at least two months prior to the effective starting date for the Lease.

12.8. A copy of the executed Lease shall be given to the Association prior to the tenant taking possession of the Unit and the Association may, at its cost, record a Lease Memorandum.

13. MAINTENANCE, REPAIRS AND REPLACEMENTS.

13.1. Each Unit Owner shall furnish and be responsible for, at the Unit Owner's own expense, all of the interior maintenance, repairs and replacements of the Unit Owner's own Unit improvements, including, for example, the interior of the ceilings, floors, windows, and perimeter walls and both sides of all interior walls; provided, however, such maintenance, repairs and replacements as provided in Section 13.5 hereof and as may be required for the bringing of water, gas and electricity to the Unit, shall be furnished by the Association as part of the Common Expenses.

13.2. Maintenance, repairs and replacements of the lateral sewer lines from each Unit to the main trunk sewer shall be furnished by the Association as part of the Common Expenses. Maintenance, repairs and replacements of the interior waste plumbing system shall be at the expense of each respective Unit Owner.

13.3. Maintenance, repairs and replacements of any portion, if any, of the HVAC system solely servicing a Unit, the hot water heater, bathroom and kitchen plumbing fixtures, refrigerators, ranges, clothes washers and dryers, and other appliances and lighting fixtures and other electrical appliances of any Unit Owner shall be at the expense of such Unit Owner.

13.4. Maintenance, repairs and replacements of the Common Elements shall be furnished by the Association as part of the Common Expenses.

13.5. The Association shall be responsible for (i) landscaping provided by Declarant or the Association; (ii) maintenance of the Building roofs, gutters and common stairways; (iii) snow removal from the Common Area; and (iv) maintenance of the Parking Garage. Accommodating for normal wear and tear, all maintenance will be done on a periodic basis. Each Unit Owner shall keep their Deck(s) clean and free of debris, the Association's only responsibility with respect to such improvements being to maintain, repair and replace, when necessary, the structural components of the improvements and the railings or other walls surrounding the improvements.

13.6. Maintenance, repairs and replacement of any fences, retaining walls and landscaping installed by Declarant shall be a Common Expense.

13.7. The authorized representatives of the Association, or of the manager or managing agent for the Condominium, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs, or replacements of or to the Common Elements or the Units, or other equipment, facilities or fixtures affecting or serving the Units or the Common Elements.

13.8. The Association may provide, by its Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by Association

personnel as Common Expenses, except that the Association will not be responsible for repairing or maintaining glass.

13.9. If, due to a household pet, or the negligent act or omission of a Unit Owner, or of a member of a Unit Owner's family or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or improvements owned by others, or maintenance, repairs or replacements shall be 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 Association.

13.10. Maintenance, repairs and replacements to the Common Elements, the Units or the improvements thereon shall be subject to the rules and regulations of the Association.

13.11. To the extent that 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 Regulations of the Association.

14. DECORATING OF UNITS.

14.1. Each Unit Owner shall maintain and keep their Unit in good order and repair and shall do nothing which will prejudice the structural integrity of any part of the Buildings or any of the mechanical or electrical systems in any Unit or the Buildings or will increase the rate of insurance on the Buildings in which their Unit is located or which would be in violation of the law. No Unit Owner shall modify the location or dimensions of any interior wall of their Unit without the prior written consent of the Board.

14.2. Each Unit Owner shall furnish and be responsible for, at Unit Owner's own expense, all of the interior decorating within Unit Owner's own improvements from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating.

14.3. The exterior surfaces of all windows forming part of a perimeter wall of the Buildings shall be cleaned or washed at the expense of the Association. 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 Unit, shall be subject to the rules and regulations of the Association.

14.4. The Buildings are designated as historic properties as part of the Lafayette Square neighborhood. Thus, no exterior improvements can be made to the Buildings without the express approval of the appropriate City and State agencies.

15. UNIT ALTERATIONS, ADDITIONS, IMPROVEMENTS AND MECHANIC'S LIENS.

15.1. A Unit Owner may make any improvements or alterations to its respective Unit or the improvements thereon that do not impair the structural integrity or Systems in the Buildings, lessen the support of any portion of the Building, or reduce the effectiveness of the sound barriers which the Declarant has installed in the floors and the walls of the Unit.

15.2. A Unit Owner may not change the appearance of the Common Elements or the exterior appearance of the Buildings or any other portion of the Condominium without the written permission of the Association.

15.3. Alteration of Boundaries of Units. An Owner (including Declarant), or if two or more Owners own Units which adjoin horizontally (on the same floor), shall have the right to relocate the boundaries between adjoining Units by removing and relocating all or any part of any intervening partition, notwithstanding the fact that such partition may in whole or in part be a Common Element, so long as no portion of any bearing wall or bearing column is weakened or removed and no portion of any Common Element (other than the partition) is damaged, destroyed or endangered; provided, however, that the Owner or Owners shall have the right to relocate certain Common Elements which are located within the said partition (such as pipes, flues, conduits, shafts, vents, ducts, wiring and the like) so long as such relocation is performed in good and workmanlike manner by a capable and experienced workman and such Common Elements are fully operational upon completion of such relocation. notwithstanding the above, prior to the commencement of any such alterations, such Owner or Owners shall submit to the Board of Directors of the Association for its approval the plans and specifications relating to such alterations, provided that the Board of Directors shall be deemed to have approved such plans and specifications if it fails to disapprove of such plans and specifications in writing within thirty (30) business days after its receipt thereof. In such event, the Association shall cause an appropriate instrument of amendment to this Declaration to be prepared, executed and recorded in accordance with the provisions of Section 17 hereof. The instrument of amendment shall (i) contain such plats and floor plans as are necessary to show the boundaries between the Units involved, which shall be certified as to their accuracy by a registered architect or engineer, (ii) recite the occurrence of any conveyancing between the Owners of the Units affected, (iii) specify any reasonable reallocation of the aggregate percentage ownership interest in the Common Elements pertaining to the Units affected, and (iv) specify any reallocation of Parking Spaces appurtenant to either of the Units affected. The Association hereby agrees to cooperate reasonably with such Owner or Owners in effectuating such amendment to this Declaration, provided that all costs and expenses incurred by the Association in connection therewith including attorneys' fees shall be paid exclusively by such Owner. In the event any damage is caused to any bearing wall, Common Element (other than the partition), or another Owner's Unit as a result of an Owner's exercise of the rights granted hereunder, all such damage shall be repaired at the sole cost and expense of the Owner exercising such rights.

15.4 Mechanics Liens. Subsequent to the completion of the improvements described on the Plat, no labor performed or materials furnished and incorporated in a Unit with the consent or at the request of the Unit Owner, its agent, its contractor or subcontractor shall be the basis for filing a lien against the Unit of any other Unit Owner not expressly consenting to or requesting the same, or against the Common Elements. Each Unit Owner shall indemnify and hold harmless each of the other Unit Owners from and against all liability arising from the claim of any lien against the Unit of any other Unit Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the Unit at such Unit Owner's request.

16. REMEDIES.

16.1. In the event of a default by a Unit Owner under the provisions of the Act, Declaration, By-Laws, Articles of Incorporation, or Regulations of the Association, the Association and the Board shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, Articles of Incorporation or said Regulations, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or for injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.

16.2. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve percent (12%) or such rate as may be established by the Association from time to time (in either event not to exceed the maximum legally permissible rate per annum), until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of the Unit Owners' respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of the Unit Owner's respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of the Unit Owner's additions and improvements thereto and upon all of the Unit Owner's personal property in the Unit or located elsewhere on the Property.

16.3. In the event of any such default by any Unit Owner, the Association and the Board, and the manager or managing agent if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board.

16.4. Nothing herein contained shall diminish any right in law any Unit Owner may have to enforce compliance with the provisions of the Act, Declaration, By-Laws, Articles of Incorporation, or the rules and regulations of the Association.

17. AMENDMENT OF DECLARATION, PLAT AND BY-LAWS.

17.1. Subject to any restrictions contained in the Act; this Declaration, the Plat and By-Laws may be amended by the Declarant without the approval of the Unit Owners at any time prior to the end of the Declarant Control Period.

17.2. Following the end of the Declarant Control Period, this Declaration, the Plat and By-Laws may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent (given in accordance with the By-Laws) adopted or given by Unit Owners of Units to which at two-thirds percent (67 ½%) of the votes in the Association are allocated in accordance with Section 3.5 and Attachment 3 hereof.

17.3. All amendments to this Declaration shall be prepared, executed, and certified on behalf of the Association by any officer or officers of the Association designated for that purpose in the amendment, or in the absence of designation, by the President of the Association. All such amendments shall be recorded in accordance with and as required by the Act.

17.4. Notwithstanding all the foregoing provisions of this Section 17, the Declarant reserves the right, without the approval of the Owners of Units, on or before the end of the Declarant Control Period to: (i) amend this Declaration, the By-Laws and the Plat; or (ii) subdivide, resubdivide, convert, or change the use of any Unit(s) so long as the Declarant owns said Unit(s); provided, however, no such changes shall increase the number of residential Units to a number greater than the maximum numbers set forth in Section 2.1 hereof without an amendment to this Declaration approved in accordance with the foregoing provisions of this Section 17. If the Declarant shall subdivide, amend, convert, or change the use of Units as provided in this Section 17.4, such alterations shall be reflected in an amendment of this Declaration with amended Plat attached, reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Declarant and any holders of liens or mortgages encumbering the said altered Units. The Plat shall be certified in the manner required by the Act.

17.5. Notwithstanding the foregoing provisions of this Section 17, the Declaration may be amended without the vote and approval specified and required in Section 17.2 hereof to relocate the boundaries between adjoining Units in accordance with Section 448.2-112 of the Act;

17.6. Except for amendments pursuant to Sections 17.4 and 17.5 hereof, the prior written approval of Eligible Mortgage Holders holding mortgages on Units which have an

aggregate total ownership interest in the Common Elements of at least 51% of such interests which are subject to mortgages held by Eligible Mortgage Holders will be required for any Material Amendment to the Declaration, the Plat or the By-Laws, including, but not limited to, any amendment which would change the Percentage of Ownership of the Unit Owners. Prior to any such Material Amendment to the Declaration all the Eligible Mortgage Holders holding mortgages on Units shall be given prompt written notice of the proposed amendment.

17.7. Without the consent of the Declarant, no amendment shall modify the Special Declarant Rights provided for in this Declaration.

17.8. As provided in Section 448.3-106 of the Act, so long as a Declarant is the owner of Units representing an aggregate of ten percent or more of the Units in which votes in the Association are allocated, the By-Laws may only be amended with the affirmative vote of at least sixty-seven percent of the Unit Owners of Units to which votes in the Association are allocated. After the Declarant ceases to own ten percent or more of the Units to which votes in the Association are allocated, the By-Laws may only be amended with the affirmative vote of a majority of the Unit Owners of Units to which the votes in the Association are allocated.

18. DECLARANT'S SPECIAL DEVELOPMENT RIGHTS.

Declarant has retained certain Special Declarant Rights as defined in Section 1.1(ii).

19. UTILIZATION OF UNITS AND COMMON ELEMENTS BY DECLARANT.

19.1. Regardless as to whether a Certificate of Substantial Completion is filed or not, the Declarant may maintain a sales and management office in any Unit until all of its units are sold. If the sales and management office is located in a Unit(s) designated on the Plat, said Unit(s) shall be a Unit(s) for the purposes of this Declaration.

19.2. The Declarant may in its sole discretion relocate its sales and management office and model or display units to comparable space in any other Unit until all of its Units are sold.

19.3. The Declarant may maintain signs, banners and flags on the Common Elements advertising the Condominium until all of its Units are sold.

20. EASEMENTS.

20.1. The Common Elements shall be and the same are hereby declared to be, subject to a perpetual, non-exclusive, easement, which easement is hereby created for the use of the Unit Owners and for the use of their immediate families, guests, invitees or licensees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended. The Association shall have the right to establish rules and regulations governing the use and enjoyment of such easements.

20.2. All of the Property shall be subject to easements for encroachments which now exist or hereafter exist, caused by settlement or movement of the improvements, or caused by minor inaccuracies in building or re-building said improvements, which encroachments shall be permitted to remain undisturbed, and such easements shall continue until such encroachments no longer exist.

20.3. Each Unit Owner shall have an easement in common with the owners of the other units to use all pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in any of the other Units and serving their Unit. Each Unit shall be subject to an easement in favor of the owners of other Units to use the pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in such Unit and serving other Units. The Board, its appointees, employees or agents, shall have the right of access to each Unit to inspect same and remove violations therefrom and to inspect, maintain, repair or replace the Common Elements contained wholly or partially therein. The Property shall be subject to a perpetual easement to the Association, its appointees, employees or agents, for ingress and egress to perform its obligations and duties required by this Declaration and By-Laws. Should it be necessary to enter a Unit to inspect and remove a violation or to inspect, maintain, repair or replace any Common Element, the appointees, employees or agents of the Board shall be entitled to entrance by exhibiting to the Unit Owner or occupant an order from the Board. Each Unit Owner and/or occupant of a Unit shall not unreasonably interfere with such necessary entry. Forced entry, deemed necessary by the Board, shall not subject the Board, its appointees, employees or agents to trespass, but any damage to the Unit as a result of forced entry or as a result of any repair of a Common Element from within the Unit shall be repaired by the Board as part of the Common Expense. In the event any Unit Owner or occupant shall fail to provide access to the Unit as herein provided, the Board may (in addition to exercising other lawful remedies) obtain an order of court for such access, and the costs and reasonable attorney fees shall be taxed against the Unit Owner or occupant.

20.4. The recording data for recorded easements and licenses appurtenant to or included in the Condominium or to which any portion of the Condominium is or may become subject by virtue of a reservation in the Declaration are shown on Attachment 1 hereto.

21. EMINENT DOMAIN.

21.1. If all or any part of the Property is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Association and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Association shall give notice of the existence of such proceeding to all Unit Owners and to each Eligible Mortgagee. The expense of participation in such proceeding by the Association shall be a Common Expense. The Association is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and any other persons as the Association in its discretion deems necessary or advisable to aid or advise in its matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Association, acting as Trustee, and such damages or awards shall be applied or paid as provided in this Section 21.

21.2. In the event that an action in eminent domain is brought to condemn a portion of the Common Elements, the Association shall have the sole authority to determine whether to defend any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of Common Elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Unit Owner in proportion to Unit Owner's percentage of ownership in the Common Elements. The Association may, if it deems advisable, call a meeting of the Association, at which meeting the Unit Owners, by a majority vote, shall decide whether to replace or restore as far as possible the Common Elements so taken or damaged.

21.3. If any one or more Units are taken, all damages and awards shall be paid by the Association to the accounts of the Unit Owners thereof, and if more than one Unit is so taken, such payment shall be in proportion to the Unit Owners' percentage of ownership in the Common Elements.

21.4. Any damages or awards provided in this Section to be paid to or for the account of any Unit Owner by the Association, acting as Trustee, subject to the provisions of any mortgage or deed of trust affecting such Owner's Unit, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgages or deeds of trust affecting such Unit; thirdly, the payment of any unpaid Common Expense assessments charged to or made against the Unit; and finally, to the Owner of such Unit.

22. NOTICES.

22.1. Any notice, demand, request, consent, approval or other communication provided for in the Act, Declaration or By-Laws, or desired to be given shall be in writing, and shall be addressed, as the case may be, to:

The Association, 1838 Kennett Place, St. Louis, Missouri 63104;

The Declarant, 1838 Kennett Place, St. Louis, Missouri 63104;

Any Unit Owner at the address of the Unit, or at such other address as is hereinafter provided.

22.2. Each of the Association and Declarant may designate a different address or addresses for notices to it, by giving written notice of such change of address to the other of the two of them and to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to that Unit Owner by giving written notice of his change of address to the Association and the Declarant.

22.3. Notices addressed as above shall be deemed delivered when mailed, postage prepaid, by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

23. RIGHTS AND OBLIGATIONS.

23.1. The rights and obligations of the respective Unit Owners under this Declaration shall be deemed to be covenants running with the land, so long as the Property remains subject to the provisions of the Act, and shall inure to the benefit of and be binding upon each and all of the respective Unit Owners and their respective heirs, executors, administrators, legal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and others having or claiming an interest in the Property, subject to the provisions of the Act and this Declaration.

23.2. Each Unit Owner, by acceptance of a deed to any Unit from the Declarant or any other Unit Owner, shall be deemed to have accepted and agreed to be bound by and subject to each and all of the provisions of the Act, this Declaration and the By-Laws.

24. TERMINATION OF CONDOMINIUM.

The Condominium may be terminated in the manner provided in Section 448.2-118 of the Act. However, if the termination of the Condominium is for reasons other than substantial destruction or condemnation of the Property the prior written approval of the Eligible Mortgage Holders holding mortgages on Units which have an aggregate total Percentage of Ownership of at least sixty-seven percent (67%) shall be obtained before termination is effective.

25. SEVERABILITY.

If any provision of this Declaration or any section, sentence, clause, phrase or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

26. ATTACHMENTS.

The following attachments are attached hereto and incorporated herein by this reference:

- | | |
|----------------|---|
| Attachment 1 - | Legal Description of the Property |
| Attachment 2 - | Condominium Plat |
| Attachment 3 - | Percentage of Ownership and Allocation of Common Expense
Formula |

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed in its behalf and its corporate seal to be hereunto affixed.

[SEAL]

GIVENS/JOHNSON PARTNERSHIP

By: Jacquelyn Johnson
Name: Jacquelyn Johnson
Title: Partner

STATE OF MISSOURI)
) SS.
City of St. Louis)

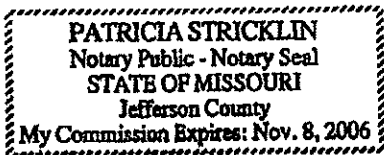
On this 1st day of September, 2004 before me appeared Jacquelyn Johnson to me personally known, who, being by me duly sworn, did say that he/she is a Partner of Givens/Johnson Partnership, a Missouri partnership, and acknowledged that he/she executed the foregoing instrument in behalf of such partnership as the free act and deed of said partnership.

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

Patricia Stricklin
Notary Public
Patricia Stricklin

[SEAL]

My commission expires: Nov. 8, 2006



CONSENT OF MORTGAGEE

The undersigned, Jefferson Bank & Trust being the holder of two Deeds of Trust, recorded in the records of the Recorder of Deeds for St. Louis, Missouri, on the parcel or tract of real estate forming the subject matter of the foregoing Declaration, hereby consents to the recording of said Declaration and the submission of said parcel or tract of real estate to the provisions of the Uniform Condominium Act of the State of Missouri, and agrees that its said Deeds of Trust shall be subject to the provisions of said Act and said Declaration and the Attachments appended thereto.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed on its behalf and its corporate seal to be hereunto affixed.

JEFFERSON BANK & TRUST
COMPANY

[SEAL]

By: [Signature]
Darryl Dickerhoff

STATE OF MISSOURI)
) SS.
City of St Louis)

On this 1 day of September, 2004 before me appeared Darryl Dickerhoff to me personally known, who, being by me duly sworn, did say that he is the Vice President of Jefferson Bank & Trust, a Missouri bank, and that the seal affixed to the foregoing instrument is the seal of said bank, and that said instrument was signed and sealed in behalf of said bank by authority of its Board of Directors, and said Darryl Dickehoff acknowledged said instrument to be the free act and deed of said bank.

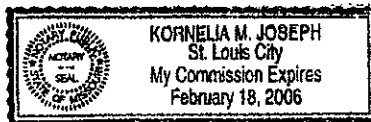
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

[Signature]
Notary Public

[SEAL]

My commission expires:

2-18-06



ATTACHMENT 1
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE DOLMAN CONDOMINIUM

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land being Lot 2 of the Dolman Subdivision per Book 08242004, Page 0414 of the City of St. Louis Records and in City Block 1254 of the City of St. Louis, Missouri, and said tract being more particularly described as follows:

Commencing at the intersection of the northerly line of Carroll Avenue, 60 feet wide, with the easterly line of Dolman Street, 60 feet wide; thence along said easterly line, North 09 degrees 04 minutes 18 seconds East 140 feet to the southwesterly corner of said City Block being the true point of beginning of the tract of land herein described; thence along said easterly line of Dolman Street, North 09 degrees 04 minutes 18 seconds East 174.18 feet to a point; thence South 81 degrees 09 minutes 50 seconds East 125.00 feet to the westerly line of an alley, 20 feet wide; thence along said westerly line, South 09 degrees 04 minutes 18 seconds West 174.36 feet to the northerly line of an alley, 20 feet wide; thence along said northerly line, North 81 degrees 04 minutes 50 seconds West 125.00 feet to the true point of beginning, and containing 21,775 square feet, more or less, according to Survey No. 178592 executed by James Engineering & Surveying Co., Inc., in August, 2004.

ATTACHMENT 2
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
THE DOLMAN CONDOMINIUM

CONDOMINIUM PLAT

The original Condominium Plat was recorded in the Office of the Recorder of Deeds of City of St. Louis, Missouri on January 12, 2004, in Book 01122004 at Page 0466 and a First Amendment to the Condominium Plat has been separately recorded in the Recorder of Deeds Office of the City of St. Louis in Book 02112004, Page 0342. The Second Amendment to the Plat was recorded in Book 09022004, Page 0435.

ATTACHMENT 3
TO
DECLARATION OF CONDOMINIUM OWNERSHIP
THE DOLMAN CONDOMINIUM

PERCENTAGE OF OWNERSHIP AND
ALLOCATION OF COMMON EXPENSE FORMULA

The Percentage of Ownership for each Unit is to be as follows:

Unit	Percentage
1420	6.25%
1422	6.25%
1420 A	7.00%
1422 A	7.00%
1424	5.25%
1424 A	4.00%
1426	5.25%
1426 A	4.00%
1428	6.25%
1428 A	4.00%
1430	6.25%
1430 A	4.00%
1432	5.25%
1432 A	4.00%
1434	5.25%
1434 A	4.00%
1436	5.25%
1436 A	5.25%
1430 B	5.25%
	100%

2. THE PLAT IS HEREBY AMENDED A SECOND TIME AS FOLLOWS:

Sheets 1 and 4 of the Plat which were part of Attachment 2 to the Declaration are to be amended as of this date to show that the Condominium is reduced in size. Sheets 1 and 4 of the Plat, as amended, have been recorded in Book 09022004 at Page 0435 of the Office of the Recorder of Deeds of the City of St. Louis and are Attachment A to this Second Amendment to the Plat.

IN WITNESS WHEREOF, the Declarant has executed these presents as of the day and year first above written.

GIVENS-JOHNSON PARTNERSHIP, a Missouri general partnership

By: Jacquelyn Johnson
Name: Jacquelyn Johnson
Title: Partner

STATE OF MISSOURI)
) SS.
City of St. Louis)

On this 1st day of Sept., 2004 before me appeared Jacquelyn Johnson to me personally known, who, being by me duly sworn, did say that he/she is the partner of Given-Johnson Partnership, a Missouri general partnership, and acknowledged that he/she executed the foregoing instrument in behalf of such partnership as the free act and deed of said partnership.

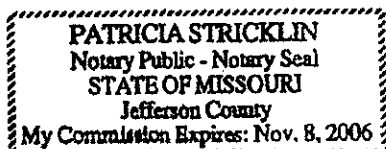
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid the day and year first above written.

Patricia Stricklin
Notary Public

Patricia Stricklin

[SEAL]

My commission expires: Nov. 8, 2006



ATTACHMENT A
TO
FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP
AND SECOND AMENDMENT TO THE CONDOMINIUM PLAT
FOR
THE DOLMAN CONDOMINIUM

AMENDED PLAT

Amended Sheets 1 and 4 of the Plat are recorded in Book 09022004, Page 0435
_____ of the Office of the Recorder of Deeds of the City of St. Louis, Missouri.

EXHIBIT C
TO
ORIGINAL SALE CERTIFICATE
FOR
THE DOLMAN CONDOMINIUM

**PERCENTAGES OF OWNERSHIP AND
ALLOCATION OF COMMON EXPENSE FORMULA**

The Percentage of Ownership shall be determined as follows:

Unit	Percentage
1420	6.25%
1422	6.25%
1420 A	7.00%
1422 A	7.00%
1424	5.25%
1424 A	4.00%
1426	5.25%
1426 A	4.00%
1428	6.25%
1428 A	4.00%
1430	6.25%
1430 A	4.00%
1432	5.25%
1432 A	4.00%
1434	5.25%
1434 A	4.00%
1436	5.25%
1436 A	5.25%
1430 B	5.25%
	100%

EXHIBIT D
TO
ORIGINAL SALE CERTIFICATE
FOR
THE DOLMAN A CONDOMINIUM

**ARTICLES OF INCORPORATION
OF
THE DOLMAN CONDOMINIUM ASSOCIATION**

I, the undersigned, S. Jerome Pratter, being a natural person, for the purpose of forming a corporation under the "Missouri Nonprofit Corporation Act," do hereby adopt the following Articles of Incorporation:

ARTICLE I: The name of the corporation is The Dolman Condominium Association (the "Corporation").

ARTICLE II: The Corporation is a mutual benefit corporation.

ARTICLE III: The name of the Corporation's initial registered agent is TSP Registered Agent, Inc. and the address of the Corporation's initial registered office in the State of Missouri is 911 Washington Avenue, 7th Floor, St. Louis, Missouri 63101.

ARTICLE IV: The Corporation shall have members. The members of the Corporation shall consist of the respective "Unit Owners" of the "Property" located in the City of St. Louis, Missouri, in accordance with the respective percentages of ownership interest in the "Common Elements" of the "Property" owned by the respective "Unit Owners", as defined in the Declaration of Condominium Ownership for The Dolman Condominium which was recorded on January 12, 2004 in Book 01122004, at Page 0465 in the Office of the Recorder of Deeds of the City of St. Louis (the "Declaration").

ARTICLE V: The purposes for which the Corporation is organized are as follows:

- (a) To do all things that a nonprofit corporation within the meaning of the Missouri Nonprofit Corporation Act may do, and more particularly, the Corporation is formed for the purpose of operating and administering itself, or by its authorized agents, the "Common Elements" of The Dolman Condominium located in the City of St. Louis, Missouri and created by the filing of a condominium plat and First Amendment to said Plat, which were recorded respectively on January 12, 2004 in Book 01122004, Page 0466 and Book _____, Page _____ in the Office of the Recorder of Deeds of the City of St. Louis, and as said term "Common Elements" is defined in the Declaration, in accordance with the By-laws of the Corporation and as prescribed by the Uniform Condominium Act of the State of Missouri as contained in Sections 448.1-101 to 448.4-120, Mo. R.S. 1983, as amended.
- (b) To do any and all things and to take any and all actions (within the limits permitted under the Missouri Nonprofit Corporation Act) deemed reasonably necessary to carry out the objectives and purposes of the Corporation.
- (c) The Corporation shall be operated exclusively for nonprofit purposes; no part of the net earnings of the Corporation shall be distributed to, nor inure to the benefit of, any of its members, officers, directors, or other private persons (other than by acquiring, constructing or providing management, maintenance, or care of the property of the Corporation, and other than by a rebate of excess membership dues, fees or assessments) except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.
- (d) Except as otherwise may be provided by law, the Corporation shall possess and may exercise all powers and privileges, together with any powers incident thereto, that are necessary or convenient to the conduct, promotion, or attainment of the aforesaid purposes.

ARTICLE VI:

The Board of Directors shall adopt By-Laws suitable for the regulation of the affairs of the Corporation, which By-Laws shall prescribe the number and term of Directors, and may be amended from time to time, provided, however, the number of Directors shall not be less than three.

ARTICLE VII: Indemnification of Directors, Officers and Others; Insurance

(a) Liabilities Covered.

1. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director or officer of the Corporation or (at the request of the Corporation and in addition to his or her service as a director or officer of the Corporation) is or was serving as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, to the full extent and under the circumstances permitted by law; provided, however, that the Corporation shall have no obligation to pay any amounts hereunder with respect to any settlement to which it has not previously agreed in writing.

2. In addition, the Corporation may (but shall not be obligated to) indemnify any person who was or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was an employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding, to the full extent and under the circumstances permitted by law.

3. Indemnification under sections 1 and 2 shall or may (as the case may be) be provided hereunder, unless the conduct of the person to be indemnified is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

4. Notwithstanding anything set forth herein, no indemnity shall be paid by the Corporation in respect of remuneration paid to any person if it shall be determined by a final judgment or other final adjudication that such remuneration was in violation of law.

(b) Procedures for Indemnification.

Any indemnification under section 1 of subparagraph (a) of this Article VII (unless ordered by a court) shall be made by the Corporation unless a determination is reasonably and promptly made that indemnification is not proper in the circumstances because the person to be indemnified has not satisfied the conditions set forth in such subparagraph (a). Any indemnification under section 2 of subparagraph (a) of this Article VII (unless ordered by a court) shall be made as authorized in a specified case upon a determination that indemnification is proper in the circumstances because the person to be indemnified has satisfied the conditions set forth in such subparagraph (a). Any such determination

shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding, (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (c) by the members.

(c) Advance Payment of Expenses.

1. With respect to any person entitled to be indemnified under section 1 of subparagraph (a) of this Article VII, expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the person seeking such advance to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation as authorized in this Article VII.

2. With respect to any person who may be indemnified under section 2 of subparagraph (a) of this Article VII, expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Corporation in advance of the final disposition of the action, suit or proceeding as authorized by the Board of Directors of the Corporation in a specific case upon receipt of an undertaking by or on behalf of the person seeking such indemnification to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article VII.

(d) Extent of Rights Hereunder.

The foregoing rights of indemnification shall not be deemed exclusive of any other rights to which a person seeking indemnification may be entitled under the Articles of Incorporation, By-Laws, or any agreement, vote of members or disinterested Directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee or other agent and shall inure to the benefit of the heirs, executors and administrators of such person.

(e) Purchase of Insurance.

The Board of Directors may authorize, to the extent permitted by the Missouri Nonprofit Corporation Act, as in effect and applicable from time to time, the purchase and maintenance of insurance on behalf of any person who is or was a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and

incurred by him or her in such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of the Missouri Nonprofit Corporation Act.

(f) Indemnification Agreements.

With respect to any of the persons who shall or may be indemnified pursuant to subparagraph (a) of this Article VII, the Corporation may enter into written agreements providing for the mandatory indemnification of such persons in accordance with the provisions of this Article VII.

ARTICLE VIII: The duration of the Corporation shall be perpetual.

ARTICLE IX: In the event of the dissolution of the Corporation or the winding up of its affairs, or other liquidation of its assets, all assets of the Corporation remaining after the payment of the Corporation's debts shall be conveyed or distributed only to such organization or organizations created and operated for nonprofit purposes similar to those of the Corporation as the Board of Directors may determine.

ARTICLE X: The name and address of the initial incorporator is: S. Jerome Pratter, 911 Washington Avenue, 7th Floor, St. Louis, Missouri 63101.

IN AFFIRMATION OF the facts stated above,

Signed by Incorporator

S. Jerome Pratter, Sole Incorporator

Dated: _____, 200__

Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
- By Charter Number
- By Registered Agent
- For New Corporations Verify
- Verify Certification Annual Report
- File Online File Fictitious Name Registration
- File Online File LLC Registration
- File Online Online Orders
- Register for Online Orders
- Order Good Standing
- Order Certified Documents

Filed Documents

Date: 5/26/2006 (Click above to view filed documents that are available.)

Business Name History

Name	Name Type
The Dolman Condominium Association	Legal

Non-Profit Corporation - Domestic - Information

Charter Number: N00575867
Status: Good Standing
Entity Creation Date: 3/19/2004
State of Business.: MO
Expiration Date: Perpetual
Last Annual Report Filed Date: 7/6/2005
Last Annual Report Filed: 2005

Registered Agent

Agent Name: TSP Registered Agent, Inc.
Office Address: 911 Washington Ave. 7th St. Louis MO 63101
Mailing Address:

AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OWNERSHIP

FOR

THE DOLMAN CONDOMINIUM

September 1, 2004

The Stolar Partnership
911 Washington Avenue
St. Louis, MO 63101

1. NAME AND PRINCIPAL ADDRESS OF DECLARANT AND OF THE CONDOMINIUM

- 1.1. Declarant - Givens/Johnson Partnership
c/o 1838 Kennett Place
St. Louis, Missouri 63104
- 1.2. Condominium - The Dolman Condominium
1420-1436 Dolman
St. Louis, Missouri 63104

2. GENERAL DESCRIPTION OF THE CONDOMINIUM

2.1. General

a. The Dolman Condominium (the "Condominium") is a phased apartment conversion project consisting of 3 buildings (the "Project"). In 1985, all 19 residential Units in the Project were totally rehabilitated. The buildings are historic structures and, thus, subject to the design regulations imposed on such properties. The Declarant shall construct one or more parking garage with a total of 19 parking spaces ("Parking Garage") as part of its condominium conversion. The Declarant shall fully comply with the notice and other special statutory requirements imposed upon apartment conversion projects by Section 448.4-112 of the Act, which provide special protection to existing apartment tenants in conversion projects. The Condominium is located in the City of St. Louis, Missouri in the Lafayette Square historic area. The following documents which provide additional detailed information about the project are attached hereto:

Exhibit A - Legal description of the Property.

Exhibit B - First Amendment to Condominium Declaration and Second Amendment to Plat, including the Amended and Restated Declaration of Condominium Ownership for The Dolman Condominium (the "Declaration") with Attachments.

Exhibit C - Percentages of Unit Ownership and Allocation of Common Expense Formula.

Exhibit D - Articles of Incorporation for The Dolman Condominium Association.

Exhibit E - By-Laws of The Dolman Condominium Association ("By-Laws").

Exhibit F - Projected Operating Budget for The Dolman Condominium Association.

Exhibit G - General Description of Rehabilitation Work

Exhibit H - Warranty Agreement. (Also Exhibit A to Sale Contract)

Exhibit A contains a legal description of the Condominium (the "Property"). Exhibit B, the Amended and Restated Condominium Declaration (the "Declaration") and a plat of the Condominium have been filed in the Recorder of Deeds Office of the City of St. Louis (the "Plat").

b. The Declarant has reserved the right in the Declaration to maintain a sales and management office and/or a model or display in any Unit until all of the Units in the Condominium are sold. Declarant has also reserved the right in its sole discretion to relocate its sales and management office and model or display unit to any other Unit until all of the Units are sold.

c. The Percentage of Ownership of each Unit is as computed in accordance with Exhibit C. The density of the Project, upon completion, will be approximately 42 dwelling units per acre.

d. The Declaration provides that the exterior design of all the improvements to be built will be substantially comparable in style, size and quality.

2.2 The Developer.

Givens/Johnson Partnership.

2.3 Terms of the Offering.

a. Offering prices for Units have been tentatively established, but shall be subject to change at any time at the sole discretion of the Declarant. Different purchasers may pay different prices for similar Units at the sole discretion of the Developer.

b. A Purchaser of a Unit shall pay the following at closing:

(i) The cost of recording the warranty deed and of recording any deed of trust or other security instrument granted to Purchaser's lender.

(ii) The cost of title insurance. Declarant advises Purchasers to obtain title insurance to assure the marketability of their Unit. A title insurance policy may be obtained by a Purchaser at Purchaser's expense through a title insurance company of Purchaser's choosing. The cost to the Purchaser for such insurance is based on the fees established by the title insurance agencies.

(iii) All utility deposits paid by the Declarant with respect to the Unit, if any.

(iv) All costs and fees payable in connection with any financing that the Purchaser may procure for the purchase of their Unit, which costs are variable depending upon the lender.

(v) The Purchaser's pro rata share of the Condominium common expense assessment for their Unit at the time of closing for the month of closing.

c. Purchaser's earnest money deposits will be held in escrow by an agent mutually agreed upon by Declarant and Purchaser, pursuant to the terms of the purchase contract until closing or expiration of Purchaser's right to cancel under Section 448.4-110 of the Act, whichever is earlier.

d. If a Purchaser fails to make timely and proper application for a loan or fails to complete closing on their Unit as required, the Declarant has the option, in its sole discretion, to (i) terminate the Purchase Contract and retain the earnest money deposit referenced therein as liquidated damages or (ii) enforce specific performance against the Purchaser.

2.4. Cancellation of Purchase Contract.

a. As required by the Act within 10 days after receipt of this Original Sale Certificate, or within 5 days after execution of a Purchase Contract, whichever is longer, and before conveyance of a Unit, a Purchaser may cancel said contract. If a Purchaser elects to cancel said contract, a notice of cancellation in writing must be delivered by the Purchaser to the Declarant by hand or U.S. mail, return receipt requested.

b. If a Purchaser, however, receives this Original Sale Certificate more than 10 days before signing a Purchase Contract or closes on the purchase of a Unit without receiving this Original Sale Certificate, said Purchaser may not cancel said contract.

2.5. Residence Types and Amenities.

a. The Condominium shall consist of 19 residential Units, which is the maximum number of residential Units which shall share in the operation of the Condominium as well as the use of and operating cost for the Commons Elements in the Condominium. The Units can be generally described as follows:

Unit Addresses	Description
1420 Dolman	1 bedroom, one bath on 1 level with partial basement
1422 Dolman	1 bedroom, one bath on 1 level with partial basement
1420A Dolman	2 bedroom, 1 ½ bath on 2 levels with partial basement
1422A Dolman	2 bedroom, 1 ½ bath on 2 levels with partial basement
1424 Dolman	2 bedroom, 1 ½ bath on 2 levels

1424A Dolman	2 bedroom, 2 bath on 2 levels
1426 Dolman	2 bedroom, 1 ½ bath on 2 levels
1426A Dolman	2 bedroom, 2 bath on 2 levels
1428 Dolman	3 bedroom, 2 bath on 2 levels
1428A Dolman	2 bedroom, 2 bath on 2 levels
1430 Dolman	3 bedroom, 2 bath on 2 levels
1430A Dolman	2 bedroom, 2 bath on 2 levels
1432 Dolman	2 bedroom, 1 ½ bath on 2 levels
1432A Dolman	2 bedroom, 2 bath on 2 levels
1434 Dolman	2 bedroom, 1 ½ bath on 2 levels
1434A Dolman	2 bedroom, 2 bath on 2 levels
1436 Dolman	2 bedroom, 1 bath on 1 level
1436A Dolman	2 bedroom, 1 bath on 1 level
1436B Dolman	2 bedroom, 1 bath on 1 level

Purchasers shall be assigned a parking space in one of the Parking Garage either at the time of execution of their Purchase Contract or at the closing on the purchase of their Unit. The Unit Owners shall be granted a perpetual, permanent access easement ~~in, through,~~ and over the Property necessary to provide Unit Owners access to the garage as well as the exclusive right to use said spaces. There are private decks and/or patios for ~~certain Units~~. These amenities are shown on the Plat as Limited Common Elements.

2.6. Ownership: Common Elements.

a. Each Purchaser of a Unit will own their Unit in fee simple and shall be entitled to the exclusive possession thereof. Unit Owners shall be allowed to rent their Units subject to the provisions contained in the Declaration and By-Laws.

b. Each Unit Owner shall also be the owner in common with the other Unit Owners of an undivided interest as a tenant in common in the Common Elements (all of the Property other than the Units). Each Unit Owner shall have the right to exclusive use of the Limited Common Elements specifically allocated to their Unit such as their assigned parking space, the decks, porches and/or patios attached to their Unit. The Common Elements and Limited Common Elements shall be designated on the Plat.

c. Each Unit Owner's undivided interest in the Common Elements shall be equal to their percentage of ownership ("Percentage of Ownership"). The Percentage of Ownership for each Unit in the Condominium shall be as shown on Exhibit C once the Condominium is composed of all 19 Units.

2.7. Construction Schedule.

The Units are substantially complete as of the date of this Certificate, although the Declarant is continuing to do some repair and decorating on some Units which will be completed prior to each Unit being offered for purchase. The Parking Garage are expected to be completed by November, 2004 and the Declarant is obligated to do so by the terms of the Declaration and the designation as 'SHALL BE BUILT' on the Plat.

2.8. The Condominium Association and Common Elements.

a. The Dolman Condominium Association (the "Association") will be formed as a Missouri not-for-profit corporation prior to the time the first Unit is conveyed by the Declarant to a third party purchaser at closing. The Articles of Incorporation for the Association are attached hereto as Exhibit D. The Association shall govern and maintain the Common Elements and Limited Common Elements. The Board of the Association will assess charges against each Unit Owner in proportion to each Unit Owner's Percentage of Ownership for the maintenance, repair, insurance and other costs related to the Common Elements and Limited Common Elements.

b. As provided in the By-Laws of the Association which are attached hereto as Exhibit E, all of the normal operations of the Association will be under the direction of the three person Board of the Association. Initially, the three members of the Board will be appointed by the Declarant. However, as required by Section 448.3-103(5) of the Act, as Units are sold, the right to elect members (who must be Unit Owners) shall shift to the Unit Owners themselves. As provided in Section 1.1(m) of the Declaration not later than 60 days after conveyance to Unit Owners, other than the Declarant, of 25% of the maximum number of Units which may be created pursuant to Section 2.1 of the Declaration, at least one member and not less than 25% of the members of the Board shall be elected by the Unit Owners other than the Declarant. Not later than 60 days after conveyance to Unit Owners, other than the Declarant, of 50% of the maximum number of the Units which may be created pursuant to Section 2.1 of the Declaration, not less than 33-1/3% of the members of the Board shall be elected by Unit Owners other than the Declarant. Declarant's control of the Association (hereinafter the "Declarant Control Period") shall terminate as required by Section 448.3-103(4) of the Act on the earliest of the following:

- (i) 60 days after conveyance of 75% of the maximum number of Units which may be created;
- (ii) 2 years after the Declarant has ceased to offer Units for sale; or
- (iii) any time the Declarant voluntarily surrenders the right to appoint the Board members.

3. FINANCIAL MATTERS.

- a. Unit Owners will be assessed to obtain the funds necessary to meet the budget of the Association. The assessments will be made on an annual basis, but payment of the assessments will be on a monthly basis. On the first day of each month each Owner will pay an installment of one-twelfth of the amount of its annual assessment.
- b. The amount assessed against each Unit will be based on the Percentage Ownership Interest of such Unit. Each Owner will be responsible for payment of that percentage of the total annual budget which is equal to the Percentage Ownership Interest pertaining to their Unit.
- c. The budget will cover all anticipated Common Expenses for the upcoming fiscal year. The budget will also include whatever amount the Board considers necessary as an adequate reserve to provide for unforeseen contingencies, working capital and repair or replacement of Common Elements.
- d. The projected estimated Budget of the Association for the first year of Condominium operation when the Condominium construction is complete and all 19 Units have been conveyed by Declarant to Owners is attached hereto as Exhibit F (the "Budget"). The Declarant's present estimate of the Condominium fees for the Units range from approximately \$100 to \$210 per month. Pursuant to the Act's requirements, once Units are created, the Declarant must pay the assessments on unsold Units.
- e. The budget figures are the Declarant's best estimate of the costs of operating the Condominium, but no assurance can be given that sufficient funds have been budgeted to cover all Common Expenses that may be incurred. The actual operating budget may, and probably will, differ somewhat from the Budget. If insufficient funds are budgeted for any given fiscal year, the Board may levy a special assessment to make up the budget deficit. Any special assessment will be payable by Owners either in a lump sum or in installments, as the Board determines.
- f. An Owner must pay directly all of the costs of maintenance and repair for their Unit. The charges for utilities will be separately metered to each Unit and each Owner will pay their utility charges individually metered and billed to their Unit.
- g. All of the amounts assessed against a Unit give rise to a lien on the Unit. If the assessments are not paid when due, the Association may foreclose the lien (resulting in a forced sale of the Unit) or may sue the Owner for collection. Any attorneys' fees incurred in such proceedings will also be the liability of the Owner, and such fees together with interest on the unpaid assessments will also constitute a lien on the Unit.

4. COST OF ADDITIONAL SERVICES AND SPECIAL FEES.

a. There are no services that are not reflected in the Budget that the Declarant provides or expenses that it pays that it expects may become at any subsequent time a Common Expense.

b. There will be one month's assessment for all Units to be paid and due to the Association's account at the time of closing on each Unit for an operating reserve or working capital fund for Common Expenses to be paid by the Association.

5. WARRANTIES.

5.1. Disclaimer.

a. The Warranty Agreement attached to each Purchase Contract and attached hereto as Exhibit H describes the nature and extent of Declarant's warranties and the Purchaser's interest in the Common Elements. The Declarant expressly disclaims all warranties in relation to the Property and the sale of Units in the Condominium, and all such Units shall be deemed to have been purchased "AS IS" and "WHERE IS".

b. The Declarant will transfer to the Owner, at closing, any manufacturer's warranties on appliances sold with the Unit which retain such warranties. The text of all written warranties on appliances and other equipment sold by the Declarant will be available for review by prospective Purchasers.

5.2. Warranty and Statute of Limitations.

The Act provides a six (6) year statute of limitations for the filing of any action resulting from a breach of a warranty prescribed by the Act. However, this period of six (6) years may and shall be modified to a period of two (2) years by the Warranty Agreement, which is to be executed by Unit Purchasers at the time their Purchase Contract is executed.

6. UNSATISFIED JUDGMENTS OR PENDING SUITS.

As of the date of this Original Sale Certificate, Declarant has no actual knowledge of any unsatisfied judgments or pending suits against the Association or the Property which in anyway materially affect the Condominium.

7. RESTRAINTS ON ALIENATION AND TRANSFER.

7.1. Use Restrictions. Sections 1, 2, and 3 of ARTICLE V of the By-Laws provide as follows:

"1. No Unit shall be used for other than residential purposes, in accordance with the regulations of the City of St. Louis, and no commercial activities shall be carried on in any Unit except those commercial activities permitted by the Zoning Code of the City of St. Louis and Section 3 herein. No Owner of a Unit shall be permitted to lease that Unit for transient or hotel purposes. No Owner of a Unit may lease less than the entire Unit. Any Lease Agreement covering a Unit shall be in writing and shall provide that the terms of the Lease shall be subject in all respects to the provisions of the Declaration and these By-Laws and that any failure by the lessee to comply with the terms of such document shall be a default under the Lease.

2. Home business use shall be allowed for any Unit for any occupation, business or commercial activity carried on, at or in a Unit by the Unit Owner or by a member of the immediate family of the Unit Owner residing at the Unit, which occupation, business or activity employs in the Unit no more than 1 nonrelated employee, and which use of the Unit is otherwise in strict compliance with all applicable laws, ordinances and occupancy permit requirements relating to home business and home occupations applicable to property zoned residential, including (without limitation) the applicable City of St. Louis Zoning Ordinances and Occupancy Permit Requirements for residential property; provided however, that the following business uses are forbidden in the Units: (a) dog grooming; (b) provision of care, instruction or training of children or adults; (c) any wholesale, jobbing or retail business, unless it is conducted entirely by telephone, internet and/or mail; (d) any manufacturing business; (e) a clinic or hospital; (f) a barber shop or beauty parlor; (g) a stable, animal hospital, dog kennel or dovecote; (h) a restaurant; (i) any activity that produces substantial noise, or noxious odors or other emanations, or employs or produces flammable matter or hazardous materials; and (j) any occupation which involves the use of any mechanical equipment other than what is usual for purely domestic or hobby purposes, or what is usual for a small business, professional or medical office."

7.2. Resale of Units. A Unit Owner who resells their Unit must supply a Resale Certificate to the purchaser as required by Section 448.4-109 of the Act. The Association is responsible for providing this Resale Certificate to the Unit Owner and is liable for its accuracy. Certain transfers, such as by gift or by foreclosure, are exempted by the Act from the Resale Certificate requirement.

7.3. Restrictions on Leasing of Units. Leasing of Units is permitted but subject to various restrictions contained in the Declaration and By-Laws as well as prior approval by the Association.

8. DESCRIPTION OF THE INSURANCE COVERAGE PROVIDED FOR THE BENEFIT OF UNIT OWNERS.

8.1. As of the date of the conveyance of the first Unit to a person other than Declarant the Association shall maintain coverage as required by the Act.

8.2. Section 11 of the Declaration contains the detailed requirements for insurance coverage for the Condominium.

8.3. A summary of the basic provisions of such insurance is as follows:

a. The Common Elements as well as each Unit will be covered by fire and property damage insurance. The coverage will be "all-risk" and in an amount equal to the full replacement cost of the Common Elements and the Unit as of the date of closing on that Unit. **This coverage will not insure personal property belonging to a Unit Owner and Declarant strongly recommends that Unit Owners secure their own personal property insurance and insurance on improvements to their Unit to the extent not covered by the Association's policy.**

b. The Association and Unit Owners will be insured against certain liabilities arising from Ownership or use of the Common Elements as covered under the comprehensive public liability policy of the Association. The amount of liability coverage will be not less than \$1,000,000 combined single limit for bodily injury and property damage per occurrence, and not less than \$10,000 for medical payments.

c. The policy includes fidelity coverage protecting against dishonest acts on the parts of officers, directors, trustees, and employees of the Association and all others who handle funds of the Association, including the managing agent. The limit of this coverage will be not less than \$15,000.

9. EXERCISE OF DECLARANT'S DEVELOPMENT RIGHTS.

9.1. Pursuant to the Declaration, the Declarant has reserved the right to do all things necessary to complete the construction of all the Units and Common Elements, including relocating mechanical systems, Unit walls, and Common Elements. The Declarant has retained an easement across the Common Elements to the extent necessary to undertake the construction and/or sale of all the Units in the Condominium.

9.2. All the restrictions contained in the Declaration affecting use, occupancy, and alienation of Units shall apply to any Units created pursuant to any development right reserved by the Declarant.

9.3. In the event that the development rights reserved by the Declarant are not exercised there are no assurances made in this Section which will affect the Condominium.

10. ENCUMBRANCES.

10.1. The Condominium will be subject to the normal utility easements for water, sanitation, storm water, sewers, electricity, cable television, and telephone lines.

10.2. The Condominium will also be subject to the following easements created by the Act and the Declaration:

a. Easement for encroachments. Unit Owners and the Association are protected in the event that a Unit, the improvements thereon or Common Element encroaches upon another Unit, the improvements thereon or Common Element.

b. Easement to facilitate completion of construction. The Declarant has reserved an easement across the prior completed portions of the Condominium to the extent necessary to construct the remaining Units of the Condominium and the Common Elements.

c. Use for sales purposes. The Declarant has expressly reserved, in the Declaration, the right to use any unsold Units as models and/or a sales office, and to place advertising signs, flags and banners on the Property.

d. Easement for ingress and egress. Each Unit Owner has a right to access to the Common Elements in the Building in which their Unit is located, subject to rules, regulations, and restrictions established by the Association.

e. Easement for access to Units. Authorized representatives of the Association, including the Declarant and the Managing Agent, if one is appointed, may enter any Unit and the improvements thereon during reasonable business hours to correct conditions threatening other Units and the improvements thereon or the Common Elements, to make repairs to Common Elements which are accessible only from the Unit, or to correct conditions which constitute violations of the Declaration, By-Laws or rules and regulations adopted by the Board. Notice must be given to the Unit Owner prior to entry except in emergencies when a Unit and the improvements thereon may be entered without notice. In the event of violation of the Declaration, By-Laws or rules and regulations, the violation may be corrected without the consent of the Unit Owner, and the Unit Owner may be charged with the resulting expense.

f. Easement for support. Each Unit Owner has the benefit of a restriction upon any action of a neighboring Unit Owner, or of the Association

with respect to an adjoining Unit and the improvements thereon as well as the Common Elements, which would endanger the stability, safety or use of the Unit Owner's improvements.

10.3. Deeds of Trust. The Property is presently subject to the lien of a Deed of Trust with Jefferson Bank & Trust securing a loan by which the Declarant acquired and improved the Property. The Declarant is required by the Act to release the lien of this loan as of the closing on the sale of any Unit. Thus, the Units will be conveyed free of any liens other than those placed on the Unit by the purchaser.

11. AMENDMENT OF THE DECLARATION, PLAT AND BY-LAWS

Section 17 of the Declaration provides for the amendment of the Declaration, the Plat and By-Laws during and after the termination of the Declarant Control Period.

12. GENERAL INFORMATION

12.1. Any information or data regarding the Condominium not presented in the Original Sale Certificate or contained in the Exhibits must not be relied upon. No person has been authorized by the Declarant to make any representation not expressly contained herein. The terms of this Original Sale Certificate cannot be changed or modified orally.

12.2. The Declarant reserves the right to change the terms of this Original Sale Certificate as they affect potential Purchasers not then under contract, provided, however, that any such change shall not affect the Percentage Ownership Interest (other than as expressly set forth herein or vote in the Association or the substance of the Original Sale Certificate with respect to prior Purchasers under contract.

EXHIBIT A
TO
ORIGINAL SALE CERTIFICATE
FOR
THE DOLMAN CONDOMINIUM

LEGAL DESCRIPTION OF THE PROPERTY

A tract of land being Lot 2 of the Dolman Subdivision per Book 08242004, Page 0414 of the City of St. Louis Records and in City Block 1254 of the City of St. Louis, Missouri, and said tract being more particularly described as follows:

Commencing at the intersection of the northerly line of Carroll Avenue, 60 feet wide, with the easterly line of Dolman Street, 60 feet wide; thence along said easterly line, North 09 degrees 04 minutes 18 seconds East 140 feet to the southwesterly corner of said City Block being the true point of beginning of the tract of land herein described; thence along said easterly line of Dolman Street, North 09 degrees 04 minutes 18 seconds East 174.18 feet to a point; thence South 81 degrees 09 minutes 50 seconds East 125.00 feet to the westerly line of an alley, 20 feet wide; thence along said westerly line, South 09 degrees 04 minutes 18 seconds West 174.36 feet to the northerly line of an alley, 20 feet wide; thence along said northerly line, North 81 degrees 04 minutes 50 seconds West 125.00 feet to the true point of beginning, and containing 21,775 square feet, more or less, according to Survey No. 178592 executed by James Engineering & Surveying Co., Inc., in August, 2004.

BOOK PAGE
09022004-0436

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED ON
09/02/2004 03:46:56PM

SHARON QUIGLEY CARPENTER
RECORDER OF DEEDS

PAGES: 42
AMOUNT DUE: \$228.00
Clerk: 1559733028 149731

Space Above This Line for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: FIRST AMENDMENT TO DECLARATION
OF CONDOMINIUM OWNERSHIP AND
SECOND AMENDMENT TO THE PLAT FOR
THE DOLMAN CONDOMINIUM

DATE OF DOCUMENT: September 1, 2004

GRANTOR(S): Givens-Johnson Partnership
MAILING ADDRESS: 1838 Kennett Place
St. Louis, Missouri 63104

GRANTEE(S): None
MAILING ADDRESS:

LEGAL DESCRIPTION: See Exhibit A attached hereto

REFERENCE BOOK AND PAGE: Book 01122004, Page 0465 (Original Declaration)
Book 01122004, Page 0466 (Original Plat)
Book 02112004, Page 0342 (1st Amendment to Plat)