

DECLARATION OF CONDOMINIUM

Four Seasons Chesterfield Condominium

THIS DECLARATION OF CONDOMINIUM of Four Seasons Chesterfield Condominium is made as of this 29th day of September, 2006, pursuant to Sections 448.1-101 to 448.4-120, inclusive, Revised Statutes of Missouri, and amendments thereto (the "Act"), commonly known as the Uniform Condominium Act of the State of Missouri by Four Seasons Investment Group, LLC, a Missouri limited liability company ("**Declarant**").

RECITALS:

A. Declarant is the fee simple owner of the Property (as herein defined), the Building (as herein defined) and all improvements and appurtenances thereto.

B. The Declarant does hereby establish a plan for the ownership in fee simple of real property consisting of the area or space contained in each Unit (as herein defined) in the Condominium, and a plan for the co-ownership by the separate Unit owners of all of the remaining property within the Condominium as tenants in common.

DECLARATION:

NOW, THEREFORE, the Declarant hereby declares that the Condominium (as herein defined) is and shall be held, conveyed, mortgaged, encumbered, leased, used, occupied and improved, subject to the following described limitations, covenants, obligations, restrictions, conditions, reservations, subdivisions, easements, liens, charges, and assessments, all of which are established in order to carry out a general plan for the development, improvement and sale of residential Units, pursuant to the Act, and each of which shall constitute covenants running with the land and shall bind and inure to the benefit of the Declarant, each Owner (herein defined) of a Unit, and all parties who now have or may hereafter acquire any right, title or interest in the Condominium or any part of the Condominium, whether as sole owners, joint owners, tenants by the entireties, tenants in common, or otherwise, as well as their respective heirs, successors, executors, administrators and assigns.

**ARTICLE I
DEFINITIONS**

As used in this Declaration, unless the context otherwise requires, the following terms shall have the meanings described below:

Section 1.01. "**Architectural Control Committee**" shall mean the group appointed by the Executive Board of the Association (pursuant to **Article XI** below) to review and approve or disapprove proposals relating to structure, design and landscaping of the Condominium.

Section 1.02. "**Assessments**" shall mean the assessments that may be levied by the Association pursuant to **Article VII** hereof.

Section 1.03. "Association" shall mean the Four Seasons Chesterfield Condominium Owners Association, an entity which shall administer this Condominium/Owner, and the members of which shall consist of all of the Owners, which Association shall initially be unincorporated, but which may, at the discretion of the Board, be incorporated as a Missouri for-profit or not-for-profit corporation, and is one and the same as the Association required for the Condominium under the Act.

Section 1.04. "Board" or "Executive Board" shall mean the body, regardless of name, designated in this Declaration or in the Bylaws of the Association, to act on behalf of and be responsible for over-seeing and carrying out the day-to-day business of the Association.

Section 1.05. "Building" shall mean any building or any part thereof now or hereafter located on and forming part of the Condominium.

Section 1.06. "Bylaws" shall mean the Bylaws of the Association and all amendments thereto.

Section 1.07. "City" shall mean the City of Chesterfield, Missouri.

Section 1.08. "Common Elements" (as more fully defined in Section 2.11 below) shall mean the entire Condominium, including all areas designed for the common use and benefit of more than one Owner, all improvements, and real and personal property described in this Declaration and future amendments, but excluding the Units.

Section 1.09. "Common Element Interest" shall mean the fractional share assigned to each Unit that establishes each Owner's undivided interest in the Common Elements, and liability for Common Expenses, as further described in Section 3.07 below.

Section 1.10 "Common Expense Liability" shall mean the liability for Common Expenses assessed to each Unit in accordance with each Owner's Common Element Interest.

Section 1.11. "Common Expenses" shall mean expenditures made by or financial liabilities of the Association, together with any allocations to reserves, including but not limited to, (a) all sums lawfully assessed against the Common Elements by the Association; (b) all expenses of administration and management, insurance, maintenance, repair and replacement of the Common Elements including, without limitation, the costs of salaries, expenses and fees of persons administering the Association and/or Common Elements, fees of legal counsel deemed necessary by the Board to protect the Association, payments of any judgment against or other liabilities incurred by the Association, settlement of any claims against the Association, insurance premiums, utilities, repairs, cleaning, upkeep, replacements, and security of the Common Elements; and (c) all other expenses declared to be Common Expenses by the Act, this Declaration, the Bylaws and as determined by a Majority vote of the Board.

Section 1.12. "Condominium" shall mean the aggregate of the entire Property and all Buildings and improvements described herein, together with any additional real estate and improvements added to and made subject to this Declaration in accordance herewith.

Section 1.13. "Declarant" shall mean Four Seasons Investment Group, LLC, a Missouri limited liability company, and its successors and assigns.

Section 1.14. "Declarant Control Period" shall mean the period of time from the date hereof to the earliest of any of the following to occur:

(a) Sixty (60) days after the conveyance of seventy-five percent (75%) of the total possible Units to Owners other than the Declarant;

(b) Two (2) years after the Declarant has ceased to offer Units for sale in the ordinary course of business;

(c) Two (2) years after any Development Right to add new Units was last exercised; or

(d) Voluntary surrender of any such power by the Declarant, which shall be accomplished by the Declarant's delivery of written notice of such surrender to each Owner.

Section 1.15. "Declaration" shall mean this Declaration of Condominium to be recorded in the St. Louis County, Missouri, Recorder of Deeds, together with recorded amendments and supplements from time to time.

Section 1.16. "Development Rights" shall mean any rights, or combination of rights, reserved by Declarant in the Declaration to add additional property to the Condominium; to create Units, Common Elements, or Limited Common Elements within the Condominium; to subdivide Units or convert Units into Common Elements; or to withdraw real estate from the Condominium.

Section 1.17. "Identifying Numbers" shall mean a symbol or address which identifies only one Unit in the Condominium.

Section 1.18. "Limited Common Elements" shall mean a part of the Common Elements reserved for the exclusive use of one or more but fewer than all of the Units, and allocated by designation on the Plat, in this Declaration, or by the provisions of the Act, as further described in Section 2.12.

Section 1.19. "Majority" shall mean a vote by those Owners representing more than fifty percent (50%) of the votes in the Association, exercised in person or by proxy, at a duly convened meeting at which a quorum is present.

Section 1.20. "Manager" shall mean a person who may be engaged by the Board to perform or direct the day-to-day operation and maintenance of the Condominium in accordance with the policies established from time to time by the Board.

Section 1.21. "Member" shall mean an Owner, each of whom shall belong to the Association by virtue of his or her ownership of a Unit. Each Owner shall be deemed to have

one (1) membership unit in the Association for each Unit owned, regardless of the fact that a given Owner may include more than one Person.

Section 1.22. "Mortgage" shall mean a deed of trust or mortgage covering all or any portion of a Unit or the Condominium.

Section 1.23. "Mortgagee" shall mean the holder of a Mortgage on any part of the Condominium, or any Unit, including a beneficiary under a deed of trust.

Section 1.24. "Officer" shall mean any person holding office in the Association pursuant to the Bylaws of the Association, but shall not include members of the Executive Board unless such directors are also officers pursuant to the Bylaws.

Section 1.25. "Owner" shall mean the Declarant and all other Persons who purchase or acquire a Unit or Units in the Condominium. A Person having an interest in a Unit solely as security for an obligation, such as a Mortgagee, shall not be an Owner. Ownership of a Unit shall include the ownership of certain other rights, titles, interests and estates described in this Declaration, as well as ownership of the Unit itself.

Section 1.26. "Person" shall mean any natural person, trust, partnership, corporation, estate, business trust, association, joint venture, government, governmental subdivision or agency or other legal or commercial entity; provided, however, that in the case of a land trust, "Person" refers to the beneficiary of the trust rather than to the trust itself or to the trustee.

Section 1.27. "Plans" shall mean any drawing or set of drawings of the Condominium, prepared by a registered architect or engineer, containing all information required by Subsection 4 of Section 448.2-109 of the Act, and all amendments thereto.

Section 1.28. "Plat" shall mean any drawing or set of drawings of the Condominium, prepared by a registered architect or engineer, containing all information required by Subsection 4 of Section 448.2-109 of the Act, and all amendments thereto, a copy of which is attached hereto as Exhibit B and incorporated herein by reference.

Section 1.29. "Property" shall mean that certain real estate legally described on Exhibit A, attached hereto and incorporated herein by reference, located in St. Louis County, Missouri, together with any other areas subsequently added as provided herein.

Section 1.30. "Quorum" shall mean, unless provided otherwise in the Bylaws, the presence, at a meeting, of Owners or proxies of Owners entitled to cast fifty percent (50%) of the outstanding votes in the Association. "Quorum" shall mean the presence of, at a meeting of members of the Board, a Majority of the Board.

Section 1.31. "Special Declarant Rights" shall mean those Development Rights and certain other rights which the Declarant reserves to itself:

- (a) to further develop additional property;

- (b) to complete other improvements indicated on the Plat and labeled "need not be built";
- (c) to exercise any Development Rights;
- (d) to maintain sales offices, management offices, signs advertising the Condominium and model Units;
- (e) to use easements through the Common Elements for the purpose of making improvements within the Condominium or within any real estate which may be added to the Condominium;
- (f) to make the Condominium part of a larger condominium or a planned community; to make the Condominium subject to a master association; and to appoint or remove any officer of the Association or any Board member during the Declarant Control Period.

Section 1.32. "Special Assessments" shall mean those assessments as described in Section 7.05 herein.

Section 1.33. "Special Unit Expenses" shall mean those costs incurred by or attributable to a particular Unit or Unit Owner for his or her own benefit, including but not limited to real estate taxes and comprehensive property and liability insurance coverage attributable to the Units only and Limited Common Elements appurtenant to a specific Unit, but not the Common Elements. For the sake of convenience, such costs may be billed to the Association but shall be payable by each Owner by Special Assessment.

Section 1.34. "State" shall mean the State of Missouri.

Section 1.35. "Unit" or "Units" shall mean those portions of the Condominium not owned in common with other Owners, as more specifically described in the notes to the Plat and all amendments to the Plat, together with the other rights, titles, interests and estates described in this Declaration. Each individual Unit shall include:

- (a) a separate fee simple interest in the air space within each Unit conveyed, the interior surfaces of the exterior building walls, the interior walls of the separately numbered Units, and the elements identified as relating to that Unit on the Plat and any amendments to the Plat;
- (b) an undivided fee interest in the Common Elements as a tenant-in-common with other Owners, also referred to as a Common Element Interest; and
- (c) exclusive easements in, over, across and through those areas within those Common Elements designated as Limited Common Elements on the Plat.

ARTICLE II DESCRIPTION OF THE CONDOMINIUM

Section 2.01. Name. The name of the Condominium is "Four Seasons Chesterfield Condominium." The Condominium shall be situated entirely within St. Louis County, Missouri.

Section 2.02. Submission of Condominium to the Act. The Declarant hereby submits the Condominium to the provisions of the Act, subject to the reservations, restrictions and easements contained in this Declaration, and the Bylaws (including any and all supplements and amendments thereto which may be duly adopted from time to time). All drives, lanes, walkways, trails, paths, and other ways commonly used for vehicular and pedestrian traffic, as now or hereafter located on the Condominium which are not dedicated as public on the Plat, shall be private ways, and no dedication to the public of such ways for vehicular and pedestrian traffic is intended, but the same are hereby dedicated to the use and benefit of all Owners, their grantees, heirs, personal representatives, agents, successors and assigns, and to their guests, invitees, and business visitors, for ingress and egress over said private ways.

Section 2.03. Plat and Plans. The Plat shall contain all information required by Section 448.2-109 of the Act, and shall be certified by a registered and licensed surveyor. The existing physical boundaries of each Unit shall be conclusively presumed to be its boundaries, as more particularly provided in Section 448.2-114 of the Act. The Plans shall contain all information required by Section 448.2-109 of the Act, and shall be certified by an engineer or architect.

Section 2.04. Maximum Number of Units. The Declarant reserves the right to create a maximum of twenty-four (24) Units.

Section 2.05. Indivisibility of a Unit. Each Unit, the Common Element Interest of that Unit, and the appurtenant Limited Common Elements shall together comprise one Unit, shall be inseparable, and may be conveyed, leased, devised or encumbered only as one Unit. No Unit may be partitioned or in any way separated from the Condominium.

Section 2.06. Description of Units. The Plat, included as part of this Declaration, sets forth the description of the boundaries of each Unit and its Identifying Number. A description of a Unit which sets forth the name of the Condominium, the recording data for this Declaration, the county in which the Condominium is located, and the Identifying Number of the Unit, is a sufficient legal description of the Unit and all rights, obligations, and interests, appurtenant to the Unit which were created by this Declaration or the Bylaws.

Section 2.07. Separate Assessment. Whenever there is any Owner other than the Declarant, each Unit, together with its interest in the Common Elements, shall constitute for all purposes a separate parcel of real estate and shall be separately taxed and assessed.

Section 2.08. Encroachments. If any portion of the Common Elements encroaches upon a Unit or Units, a valid easement for the encroachment and for the maintenance of the same, so long as it stands, shall and does exist. A valid easement also exists with respect to that portion of the Common Elements occupied by any part of a Unit not contained within the physical boundaries of such Unit, including, but not limited to, space occupied by heating and air conditioning equipment, utility lines and similar equipment which serves only one Unit. For title

or other purposes, such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or the Units.

Section 2.09. Storage Lockers and Parking Stalls. The Owner of each Unit shall receive an irrevocable assignment of one (1) storage locker as a Limited Common Element. The Declarant may, but shall not be obligated to, assign one (1) or more parking stalls to the Owner of a Unit as a Limited Common Element. The original assignment of storage lockers is hereby made as set forth on the Plat. The original assignment of parking stalls shall be made by the Declarant at the time of the original acquisition or purchase of a Unit by an Owner other than the Declarant. Except as expressly provided herein, all such storage locker and parking stall assignments may thereafter be changed only by the written consent of the Board. All parking stalls and storage lockers not originally assigned to an Owner other than the Declarant shall remain Limited Common Elements, assigned to and reserved for the exclusive use of the Declarant or its affiliates, until such time as the Special Declarant Rights described herein have expired or been fully exercised and the Declarant no longer has an ownership interest in any Unit. Parking stalls shall be used for vehicular parking only, including without limitation the parking of automobiles, motorcycles and similar vehicles and, if permitted by the rules and regulations adopted by the Association, bicycles, and may not be used for storage or other purposes without the prior written consent of the Board.

Section 2.10. Unit Boundaries. The boundaries of each respective Unit shall be the walls, floors, and ceilings. All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, furnished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit. Except as set forth in the definition of Limited Common Elements, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit. Each Unit also includes all spaces, interior partitions and other fixtures and improvements within such boundaries, and includes all heating, hot water and air conditioning equipment within a Unit and/or which exclusively serves such Unit. In addition, each Unit shall include all pipes, wire, cables, conduits, utility installations, sanitary sewer facilities, laundry facilities and connections for gas, sanitary sewer, electricity, light, water and plumbing exclusively serving such Unit, regardless of whether located outside the undecorated perimeter walls of the Unit.

Section 2.11. Common Elements. The Common Elements shall mean the entire Condominium, excluding the Units, but specifically including the following areas intended for the common use and benefit of all Owners:

- (a) The land constituting the Property.
- (b) The walkways, driveways, entrances, exits, all surface level parking areas, all yards, landscaped areas, recreation and refuse areas which are located within the Property.
- (c) All foundations, columns, girders, beams, supports, bearing walls, and roofs.
- (d) The stairs.

(e) The utility stacks and vent chutes and any and all appurtenances which may be located within said utility stacks or vent chutes, including (without limitation) all ducts, electrical equipment, wires, lines, chutes, pipes and stacks for trash service, electricity, light, cold and hot water, gas, plumbing, sanitary sewer, sprinkler systems, refuse, telephone, telecommunication and other utility systems.

(f) All portions of the walls, floors or ceilings not within the Unit boundaries shall be a part of the Common Elements. No bearing wall or column may be removed or otherwise penetrated or affected without a building permit from the City and the prior written approval of the Association, together with a supporting report from a structural engineering firm designated by the Association.

Section 2.12. Limited Common Elements.

(a) Certain parts of the Common Elements, designated as "Limited Common Elements," shall be set aside and reserved for the exclusive use of the Owners of specific Units. The respective Owners shall have an exclusive easement for the use of such Limited Common Elements designated as Limited Common Elements on the Plat.

(b) No part or component of any Limited Common Elements may be removed, altered, repaired or replaced, except by the Association or the Declarant; and then any such repairs, alterations or replacements shall be in conformity with this Declaration. The Association may assess the costs of all such repairs, alterations or replacements as Special Unit Expenses attributable to specific Owners to whom such Limited Common Elements are assigned.

(c) If any chute, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the Unit boundaries, that portion serving only the particular Unit shall be a Limited Common Element and that portion serving more than one Unit or serving any part of the Common Elements shall be Common Elements. All entry, exit and exterior doors and windows, patios, and balconies which serve any specific Unit or Units shall be Limited Common Elements.

**ARTICLE III
THE ASSOCIATION**

Section 3.01. Name and Organization. The Declarant shall form and establish the Association, which Association shall initially be unincorporated, but, in the discretion of the Board, may later be incorporated as a Missouri for-profit or not-for-profit corporation, to provide for the maintenance and upkeep of the Common Elements of the Condominium, to carry on the administration of the Association, and to provide such other services as its Members desire for their common benefit. The name of the Association shall be the "Four Seasons Chesterfield Condominium Owners Association."

Section 3.02. Ownership. A Unit shall be a fee simple estate and may be held and owned by any Person or Persons singularly, as joint tenants, as tenants in common, or in any real property tenancy relationship recognized under the laws of the State.

Section 3.03. Membership. Each Owner shall be a Member of the Association and, by his or her purchase or acquisition and ownership of a Unit in the Condominium, shall be deemed to have agreed to be bound by all the provisions of this Declaration and all amendments, as well as by the Bylaws of the Association. No Owner may avoid the obligations and burdens coincident to ownership of a Unit or membership in the Association.

Section 3.04. Assignment or Sale. Upon assignment, sale or other transfer of his or her Unit to a new Owner, the transferring Owner shall be relieved of liability for any assessments levied on such Unit by the Association after the closing date of such assignment, sale or transfer. All such assessments levied or accrued prior to the closing date shall be paid at or prior to the closing by the transferor or seller.

Section 3.05. Exclusiveness of Ownership. Each Owner shall be entitled to exclusive ownership and possession of his Unit. Each Owner may use the Common Elements and Limited Common Elements in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

Section 3.06. Mechanics' and Materialmen's Liens. No labor performed or materials furnished and incorporated in a Unit, notwithstanding the consent or request of the Owner, his agent, contractor or subcontractor, shall be the basis for filing a lien against the Common Elements. Each Owner shall indemnify and hold harmless each of the other Owners and the Association from and against all losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, arising from any lien against the Unit of any other Owner or against the Common Elements for construction performed or for labor, materials, services or other products incorporated in the indemnifying Owner's Unit at such Owner's request.

Section 3.07. Share of Common Element Interest and Common Expense Liability.

(a) The Declarant and each Unit Owner shall have and be deemed to own, by virtue of their respective ownership of a Unit or Units, a share of the undivided interests in all the Common Elements for the entire Condominium, which share shall be expressed as a fraction, the numerator of which shall be the number of Units owned by a particular Owner, and the denominator of which shall be the total number of Units actually platted from time to time. The extent and amount of such ownership and liability shall be used to determine each Owner's fractional share of Common Element Interest or Common Expense Liability.

(b) The initial allocation of the Common Element Interest and Common Expense Liability to each Owner is set forth in Exhibit C attached and incorporated as part of this Declaration.

(c) In addition to their liability for Common Expenses, Owners shall also pay any and all assessments by the Association for Special Unit Expenses in the amount attributable to their respective Units and Limited Common Elements as determined by the Association in its reasonable discretion. Special Unit Expenses may be based upon actual or estimated costs to the Association attributable to an Owner, upon independent billings of respective creditors, upon usage, estimated insurable values, or insurance risks. Special

Unit Expenses shall include (without limitation) real estate taxes or assessments and comprehensive property and liability insurance premiums applicable to the Units, as well as late charges, fines or penalties imposed by the Board upon specific Owners from time to time.

Section 3.08. One Membership Per Unit. Ownership of each Unit in the Condominium separately platted shall entitle the record Owner to one (1) membership in the Association, irrespective of the number of Persons or entities that comprise the ownership of each such Unit (i.e., only one membership per Unit). Ownership of a Unit shall be the sole qualification for membership. Mortgagees or other Persons or entities who hold an interest merely as security for the performance of an obligation shall not be Members. Membership shall be appurtenant to and may not be separated from the ownership of any Unit.

Section 3.09. Membership Inseparable from Ownership. The membership held by the Owner of a Unit shall not be transferred, pledged or alienated in any way, except upon the sale or disposition of the Unit, and then only to the purchaser or transferee of such Unit. Any attempt to make a prohibited transfer shall be void and of no effect, and shall not be reflected upon the books or records of the Association.

Section 3.10. Owner Maintenance. Each Owner shall maintain and keep in good condition his Unit, including the fixtures thereof, and other Limited Common Elements, if any, which are appurtenant to such Owner's Unit. All Limited Common Elements, if any, commencing at a point where such Limited Common Elements enter the boundaries of the Unit, shall be maintained and kept in good condition by the Owner thereof.

Section 3.11. Liability for Negligent Acts. In the event the need for maintenance or repair of a Unit is caused by the willful or negligent act of its Owner, his family, guests or invitees, and is not covered or paid for by insurance either on such Unit or the Common Elements, the cost of such maintenance or repairs shall be added to and become a part of the Unit's Special Unit Expense.

Section 3.12. Declaration and Bylaws. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and the decisions and resolutions of the Association adopted pursuant thereto, as the same may be lawfully amended from time to time. Failure to comply with any of the same shall be grounds for an action to recover damages or for injunctive relief, or both, maintainable by the Association on behalf of the Owners or, to the extent permitted by law, by an aggrieved Owner.

Section 3.13. Relocation of Boundaries. The Owners of adjoining Units may relocate the boundaries between their Units as provided in Section 448.2-112 of the Act; provided, however, that if the relocation is allowed, the Owners of the Units whose boundaries are relocated shall promptly pay all costs incurred by the Association, including, without limitation, all reasonable attorneys', architects', engineers', surveyors' and recording fees to accomplish such relocation, and the Association shall have a lien for such costs enforceable in the same manner as a lien for Assessments.

**ARTICLE IV
RESTRICTIONS ON USE AND IMPROVEMENTS**

In addition to limitations established by law and by additional rules and regulations which may from time to time be promulgated by the Board, all Owners shall observe the restrictions set forth in this Article IV.

Section 4.01. Restrictions. The Units, the Common Elements, and Limited Common Elements shall be subject to the following:

(a) Each Unit not owned by the Declarant (or its affiliates) shall be occupied only by the Owners and their immediate family or by the tenant, guest, employee or beneficiary (and his/her immediate family) of any Owner. Each Unit shall be used for residential purposes only, as defined in the zoning ordinances of the City and shall not be used for commercial or other purposes; provided, however, that this restriction shall not prevent an Owner from maintaining an office area in his or her residence in accordance with applicable ordinances of the City.

(b) Each Owner shall have the exclusive right, at his or her sole cost and expense, to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, ceilings, and floors bounding his or her own Unit and the surfaces of bearing walls and partitions within the Unit, and to clean the interior surfaces of windows and doors bounding his or her Unit. Each Owner shall maintain his or her Unit in a clean, safe, sanitary and attractive condition. Each Owner shall also be responsible for the maintenance, repair or replacement of all plumbing lines, plumbing fixtures, electrical wiring, lighting fixtures, heating and air-conditioning equipment, and water heaters servicing exclusively such Unit, regardless of whether or not such fixtures are located within the Unit, if any, as well as all utility lines located within the Unit.

(c) There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements (except designated storage areas) without the prior written consent of the Board.

(d) Nothing shall be altered or constructed in or removed from the Common Elements, except by the Declarant or the Association, or with the written consent of the Board.

(e) Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements which will increase the applicable rates of insurance without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of any insurance or which would be in violation of any law, and no waste shall be committed in the Common Elements.

(f) No reflective materials, advertising, art work or signs of any kind shall be installed, placed or hung on the exterior (or visible through the windows) of any Unit or the Common Elements and no clothing or other personal effects shall be placed upon or hung in view of the balcony or other exterior portion of any Unit or the Common

Elements, without the prior written consent of the Board. Except as otherwise provided with respect to the original sales period, until all Units which may be created by the Declarant are sold, no real estate signs advertising Units for the sale or rental shall be displayed on or about the Condominium or any Unit, without the prior written consent of the Board.

(g) No animals, livestock or poultry of any kind shall be kept in any Unit or in the Common Elements, subject to rules and regulations adopted by the Board.

(h) No gardening or farming of any kind shall be carried on within any Unit, unless plants shall be kept in appropriate containers using a water drainage system which precludes any leakage onto the floors of the Unit.

(i) No noxious, offensive or illegal activity of any kind shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Owners. No Owner, guest, tenant or any other Person shall have loud parties or play stereo equipment or musical instruments in a loud manner or otherwise permit or make loud noises audible outside his or her Unit.

(j) Each Owner shall be obligated to pay any and all charges and assessments for electricity, other utilities, and taxes levied against his or her Unit. Any utility charges to the Association shall be assessed against all Owners in accordance with Article VII below. No Owner shall be exempt from liability for applicable specific assessments or charges which the Board may levy pursuant to this Declaration.

(k) No Owner shall deposit any garbage, refuse, or rubbish on or about the Common Elements except in appropriate containers suitably placed as designated by the Board so as not to detract from the physical appearance of the Common Elements or the Condominium. No Owner, guest or tenant shall permit any noxious, offensive or unusual smells or odors of any kind to emanate beyond the boundaries of his or her Unit.

(l) Each Owner shall be liable to the Association for any damage to the Common Elements or any improvements, landscaping or equipment thereon which may be sustained by reason of the negligence or misconduct of said Owner, or his or her family, guests, invitees, tenants, domestic employees or animals; and the Board shall assess said Owner for the costs of any necessary repairs or replacements, together with costs and attorneys' fees, such assessment to be due and payable immediately or on a date established by the Board by written assessment notice.

(m) If any portion of the Common Elements encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of such Common Elements shall and does exist, so long as the encroachment continues. In the event any part of the Condominium is partially or totally destroyed, and then rebuilt, the Owners agree that minor encroachments of parts of the Common Elements due to construction shall be permitted and that valid easements for said encroachment and the maintenance of such Common Elements shall exist. The Common Elements are and shall always remain

subject to easements for minor encroachments by Owners for repairs and construction relating exclusively to their respective Units.

(n) The number, types, colors and sizes of any and all furniture, window coverings, umbrellas, plants, lights and other objects on balconies, terraces and porches shall also be subject to further control and regulation by the Board.

(o) In decorating a Unit, each Owner is solely responsible for compliance with the fire protection laws and the building and safety codes of the City and shall indemnify the other Owners and Association for any violation thereof which causes loss or damage to Persons or property.

(p) No heavy trucks, construction equipment, commercial vehicles, boats, house trailers, campers, motor homes, inoperable vehicles, boat trailers, or trailers of any other type shall be permitted to be parked or stored on or within the Condominium.

(q) No baby carriages, playpens, bicycles, wagons, toys, vehicles, charcoal burners or other outdoor cooking devices, nor any other items shall be parked or stored on any part of the Common Elements or Limited Common Elements, in a manner so as to be exposed to public view from the exterior of any Unit, without the prior written consent of the Board. Such items may, however, be kept in a storage area designated for that purpose.

(r) After reasonable notice to the Owners, the Board may establish additional rules and regulations governing and further restricting the use of the Units and Common Elements in any manner not inconsistent with the provisions of this Declaration. The Board, or any Owner, shall have the right to enforce such rules and regulations by any proceeding at law or in equity.

Section 4.02. Restrictions on Alterations/Improvements. The following restrictions and limitations shall apply to the installation of improvements and equipment by Owners on or about their Units:

(a) No vestibule projections, decks, balconies, awnings, spoutings, chimney, trellises, grills, porches, bay, bow or oriel windows or doors or similar projections or ornaments shall be connected to or installed or maintained upon any Unit, which project beyond the exterior shell of the Building, and no other windows, doors, openings or apertures of any kind may be installed or maintained in the exterior shell of the Building, without the prior written consent of the Board. With respect to the installation of awnings, sunshades, screen doors, and other minor additions to any Unit, the prior written approval of the Board shall be necessary and shall be exercised with a view toward promoting uniformity and thereby enhancing the attractiveness of the Condominium as a whole.

(b) No antennas, communications equipment, satellite dishes, weather vanes, electrical, telephone or television cables or other wires or lines, and no solar collectors or recreational or exercise equipment which extends beyond the exterior shell of the

Building, shall be placed, connected, erected or maintained upon any Unit or Common Elements, without the prior written consent of the Board.

(c) No heating or air-conditioning equipment of any kind and no solar collectors shall be erected or maintained upon any of the Units or Common Elements, without the prior written consent of the Board.

(d) No Owner shall make any alterations, additions or modifications to any part of the Common Elements, or decorate the exterior portion of any Unit or Common Element, without the prior written approval of the Board.

(e) No Owner shall do any act or any work that will impair the structural soundness and integrity of the mechanical systems, or the support of any portion of the Buildings or Common Elements or impair any easement or hereditament. No Owner shall in any way alter, modify, add to or otherwise perform any work whatsoever upon any of the Common Elements without the prior written consent of the Board. Any such alteration or modification shall be in harmony with the external design and location of the surrounding structures and topography, and shall not be considered until submission to the Association of complete plans and specifications showing the nature, kind, shape, size, materials, color and location for all proposed work.

(f) Notwithstanding any other provisions in this Declaration, the Declarant and its agents and employees shall have the express right and privilege during the period of original sale of the Units in the Condominium: (1) to complete the development, improvement and sale of the Units and the construction, excavating, grading and interior finishing of the Condominium, including the landscaping, parking and service facilities, storage and any recreational facilities, together with the improvement and interior decorating of the lobbies and any unsold or model Units; (2) to maintain and operate model Units for sales and administrative purposes; (3) to show the Condominium, any unsold Units or available floor space which are offered for sale, including the right to use such Common Elements and facilities as the Declarant deems appropriate, convenient or incidental to the sale of Units, in its sole discretion, including, but without limitation, the exclusive right to use any portion of the Condominium as a business office, and the right to display "For Sale" or "For Rent" and other appropriate signs in aid of the sale or rental of all Units, and (4) to amend the Plat and request and obtain City approval for variances, minor subdivisions and lot splits, at its sole and exclusive discretion, as desirable or convenient in order to reflect modified Unit legal descriptions, floor plans, and square footages pursuant to actual sales of Units in the Condominium. The foregoing rights shall continue and remain effective until the completion of all original sales of all the Units within the Condominium to Owners other than the Declarant.

(g) Notwithstanding the provisions of any State law or City ordinances to the contrary, the Declarant shall have and may freely exercise each of the foregoing rights and privileges described in Subsection 4.02(f) above without notice to or consent of any kind from the other Owners; and each and every Owner and his or her heirs, successors and assigns shall be conclusively presumed to have waived any and all rights afforded under State law or City ordinances for notice or consent to any lot split, minor

subdivision, plat amendment, variance, or other right or privilege described herein, by virtue of his or her ownership or acquisition of a Unit, whether by sale or by operation of law.

Section 4.03. Enforcement of Restrictions.

(a) In the event that the Association determines that an Owner is not maintaining his or her Unit or the assigned or appurtenant Limited Common Elements, in accordance with the applicable standards, or continues to violate any of the restrictions on use or improvements contained in Sections 4.01 and Sections 4.02 above and as may be otherwise established by the Board from time to time, so that (in the discretion of the Association) the physical or aesthetic qualities of the Condominium or the peace and quiet enjoyment of other Owners are detrimentally affected, and the Owner of such Unit fails to properly remedy any such condition within thirty (30) days after notice in writing, then in such event the Board shall have the right: (1) to assess fines as Special Unit Expenses upon the offending Owner (as described in Article VII below) in such amounts as the Board deems necessary to effect compliance with the requirements or (2) to enter said Unit or Limited Common Element and perform such repairs, maintenance or alterations as it deems necessary or appropriate and levy the costs and expenses of such actions as Special Unit Expenses upon the Owner of such Unit. So long as the Association, its agents, servants or employees exercise reasonable care in the performance of said repairs, maintenance or alterations, they shall not be liable to the offending Owner for any damages caused in so doing. The cost of such work shall be collected in the same manner as other assessments. In addition, the Board or its representatives, together with emergency personnel, shall have an immediate right of access to all Units in the Owners' absence under emergency conditions.

(b) To secure payment of any fine assessed by the Board, the Association shall have authority to create a lien, as described in Article VII herein, ultimately enforceable by foreclosure of the Unit. The violation of any restriction or regulation adopted by the Association, or the breach of any covenant or provisions herein contained, shall give the Association the right in addition to all other rights set forth herein:

(1) To enter upon the portion of the Condominium upon which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition which may exist thereon, contrary to the intent and meaning of the provisions hereof, and the Declarant, the Association, or their successors, assigns or agents shall not thereby be deemed guilty in any manner of trespass; or

(2) To enjoin, abate or remedy the continuance of any breach by appropriate legal proceedings, either at law or in equity; or

(3) To recover in any legal proceedings to enjoin, abate or remedy a breach, all costs of such action, including court costs and reasonable attorneys' fees.

(c) In addition, if any Owner (either by his or her own conduct or by the conduct of any other occupant of his or her Unit), shall violate any of the covenants, restrictions or provisions of this Declaration or the rules and regulations adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation, then the Association shall have the power, by action of a Majority of its Members to issue to the defaulting Owner a ten (10) day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his or her Unit, and thereupon an action in equity may be filed by the Association against the defaulting Owner for a decree of mandatory injunction against the Owner or the Unit's occupant, or in the alternative, a decree declaring the termination of the defaulting Owner's rights to occupy, use or control the Unit owned by him or her on account of the breach of covenant, and ordering that all the rights, title and interests of the Owner in the Unit 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 the court shall enjoin and restrain the defaulting Owner from reacquiring his or her interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, reasonable attorneys' fees and all other expenses of the proceeding, and all such expenses shall be assessed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder and any liens or Mortgages, may be paid to the Owner. Upon the confirmation of such sale, the purchaser shall be entitled to a deed and immediate possession of the Unit sold and may apply to the court for a writ of assistance 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 Unit subject to this Declaration and that the purchaser shall immediately be a Member of the Association in the place and stead of the defaulting Owner.

ARTICLE V MANAGEMENT AND ADMINISTRATION

Section 5.01. Management. Subject to the provisions of applicable law, the management and administration of the Condominium shall be governed and performed by the Association acting in accordance with this Declaration and the Bylaws. The Bylaws shall provide, among other things, for voting on all matters, whether in person or by proxy, annual election of directors by the Owners and all other business of the Association. All persons present at a meeting at the time a matter is voted upon, and all persons voting by proxy, shall be deemed present for purposes of all quorum requirements set forth in this Declaration and the Bylaws. Every person or entity who acquires any interest in any portion of the Condominium shall be deemed to have consented and agreed to, and shall be bound by, all provisions of the Bylaws. In the event of any conflict between the provisions of this Declaration and the provisions of the Bylaws, then, subject to applicable law, the provisions of this Declaration shall supersede and be controlling over the conflicting provisions of the Bylaws.

Section 5.02. Declarant Control. For the benefit and protection of the Owners and any Mortgagees, the Declarant shall have the sole power to appoint and remove all members of the Board for the Declarant Control Period. No later than the end of the Declarant Control

Period, the Owners shall elect a Board consisting of at least three (3) Members, a majority of which shall be Owners. Notwithstanding the foregoing, (i) not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created to Owners other than the Declarant, at least one member and not less than twenty-five percent (25%) of the members of the Board shall be elected by Owners other than the Declarant; and (ii) not later than sixty (60) days after conveyance of fifty percent (50%) of the Units which may be created to Owners other than the Declarant, not less than thirty-three percent (33%) of the members of the Board shall be elected by Owners other than the Declarant. For purposes of this section, the number of Units which "may be created" is the maximum number of Units that may be constructed on the Condominium as set forth in Section 2.04.

Section 5.03. Manager. The Association may employ a Manager, who shall have and possess all of the rights, powers, authority, functions and duties as may be specified in the contract of employment or as may be delegated by the Association to him. The Association may pay the Manager such compensation as it may deem reasonable for the services to be rendered, which compensation shall constitute a part of the Common Expenses.

Section 5.04. Powers and Authority of the Board. In addition to those powers granted in the Bylaws, which govern the administration of the Condominium in further detail, the Board shall have and may freely exercise the following powers and authority:

- (a) To conduct, manage and control the affairs of the Association and to make and enforce rules and regulations not inconsistent with this Declaration or with the Act and which it deems to be in the best interests of the Owners.
- (b) To determine the frequency, date, time and location of any Board meetings, provided that the Board shall meet no less frequently than once a year.
- (c) To appoint an agent or property management company as manager of the Condominium and Common Elements, and to delegate such of its powers to such agent or manager as may be required for proper maintenance and operation of the Condominium and Common Elements.
- (d) To make contracts and incur liabilities and to pay, out of the assessments against Owners, the following items (among others):
 - (1) Service charges for water, sewer, garbage, electrical, telephone, gas, heating, air-conditioning, security, cable television, closed-circuit television, and other desirable or necessary utility services for the Common Elements and (if not separately metered or charged) for the individual Units.
 - (2) Premiums for workers' compensation insurance to the extent necessary to comply with any applicable laws or otherwise desirable.
 - (3) Compensation for the Manager and for all employees of the Association, including medical and hospitalization insurance, pension plans and such other compensation as the Board shall deem appropriate.

(4) Legal, accounting and consultant fees for services necessary or proper in the operation of the Association or enforcement of the restrictions and covenants herein contained and other rules and regulations adopted by the Board.

(5) Charges for regular and preventive maintenance, painting, gardening, landscaping, pest control, janitorial and security services, elevator maintenance and inspection, and repair of the Common Elements, and for such equipment, and furniture for the Common Elements as the Board shall determine is appropriate or desirable, and the Board shall have the exclusive right and duty to purchase and maintain the same.

(6) The costs of any other materials, supplies, furniture, labor, services, maintenance, repairs or structural alterations, which the Board is required to secure or pay for pursuant to the terms of this Declaration, the Bylaws, or which in its opinion shall be necessary or desirable for the Common Elements or the enforcement of this Declaration, the Bylaws or rules and regulations.

(7) Any amount necessary to discharge a lien or encumbrance levied against the Condominium or any part thereof which may, in the opinion of the Board, constitute a lien against the Common Elements, rather than merely against the interests of a particular Owner or Owners, except that where one or more Owners are responsible for the existence of any lien, they shall be jointly and severally liable for the cost of discharging such lien.

(8) Expenses for maintenance and repair of any Unit if such maintenance and repair is necessary, in the opinion of the Board, to protect and preserve the Common Elements, and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity for such maintenance or repair is delivered personally or by certified mail to said Owner or Owners pursuant to Section 4.03, Enforcement of Restrictions. The Board, its agents and employees are hereby given the right and license to enter upon any Unit and levy a Special Assessment against the Owner or Owners of any such Unit to pay for the costs or expenses incident to said maintenance, repair, and assessment pursuant to Article VII.

(9) Taxes and Special Assessments which are or would become a lien on the Common Elements.

(10) Expenses for maintenance and repair of nonexclusive easements for drainage purposes including all drainage structures and appurtenances constructed thereon, which nonexclusive easements shall be appurtenant to and for the benefit of the Condominium.

(e) To authorize and contract for capital additions and improvements to the Common Elements which shall be charged to the Owners in accordance with their respective percentages of Common Element Interests. However, no such capital additions or improvements estimated to cost in excess of twenty five percent (25%) of

the budgeted gross expenses of the Association for the previous fiscal year shall be authorized in any one year without the vote or written consent of a Majority of the membership of the Association. The Declarant shall not be deemed to be an Owner for purposes of voting for such capital improvements to the Common Elements.

(f) To establish and maintain a contingency reserve account in an amount equal to at least twenty five percent (25%) of the projected annual operating budget for the upcoming year, to assure the availability of funds for unanticipated or extraordinary Common Expenses.

(g) To adopt and amend budgets for revenues, expenditures, and reserves and collect assessments from the Owners.

(h) To institute, defend, or intervene in litigation or administrative proceedings, in its own name or on behalf of two (2) or more Owners, on matters affecting the Condominium.

(i) To regulate the use, maintenance, repair, replacement, and modification of Common Elements and Limited Common Elements and to regulate the use and improvement of Units as they affect the Common Elements.

(j) To maintain, repair, remodel, reconstruct and make improvements to the Limited Common Elements, the costs of which shall be assessed to the Owners to whom such Limited Common Elements are assigned or appurtenant.

(k) To acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property; provided, that Common Elements may be conveyed or subjected to a security interest only pursuant to Section 448.3-112 of the Act.

(l) To impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declaration, Bylaws, or rules and regulations of the Association.

(m) The Board shall have the right, power and privilege to suspend the voting rights of an Owner or Owners for the period during which an assessment against his or her Unit remains unpaid and delinquent. The Board shall also have the right to suspend the voting rights of every Owner of a Unit for a period not to exceed thirty (30) days for any one (1) violation of this Declaration or infraction of the rules and regulations of the Association committed by such Owners, their respective guests, servants, family members, tenants or invitees; provided that any suspension of voting rights (except for failure to pay assessments) shall be made only after written notice and the opportunity for a hearing are provided in accordance with the Bylaws. Further, no such suspension shall apply to any vote for which the Act specifies a minimum percentage necessary to establish a quorum or take a specific action where the presence or vote of any such suspended Member is required to meet said minimum percentage.

(n) To impose reasonable charges for the preparation and recording of amendments to the Declaration, resale certifications, or statements of unpaid assessments.

(o) To provide for the indemnification of its officers and Board members and to maintain directors and officers' liability insurance.

(p) To assign its rights to future income, including the right to receive Common Expense assessments, but only to the extent expressly provided in the Declaration.

(q) To adopt and amend the Bylaws and rules and regulations governing the use of the Common Elements and the improvements and facilities located thereon.

(r) To exercise any other powers conferred by the Declaration, in the Bylaws, or necessary and proper for the administration of the Association.

Section 5.05. Insurance Matters. The Association shall obtain and maintain at all times casualty insurance on the Units and the Common Elements, including the Buildings and fixtures, insuring against such risks and in such amounts as required by any Mortgagee, or as hereafter customarily covered with respect to such property similar in construction, design, location, and use to that of the Condominium, and such other risks, including but not limited to the risk of floods, as the Board in its discretion shall deem appropriate and consistent with responsible business practice. All policies of such insurance shall be issued by responsible insurance companies authorized to do business in the State. The insurance may be in blanket policy form and shall be issued in the name of the Association for the benefit of the Owners and all mortgagees, as their interests may appear. The policy shall be in an amount not less than that required by any Mortgagee's Mortgage or eighty percent (80%) of the actual cash value of the Common Elements, exclusive of land, foundations, excavations and other items normally excluded from coverage, whichever is greater. The loss payable clause shall be in favor of the Association as trustee for each Owner and his Mortgagee, if any. Such insurance policy shall also provide that it cannot be canceled by either the insured or the insurance company until after thirty (30) days' prior written notice (or the maximum number of days of notice less than thirty (30) which is reasonably possible to obtain) to the Association and to each Mortgagee. The Board, upon request of any Owner or Mortgagee, shall request the insurer to furnish a certified copy of each policy and a separate certificate identifying the interest of the Owner or Mortgagee.

(b) Not later than the time of the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain at all times a comprehensive policy or policies of public liability insurance, including medical payments insurance, covering the Common Elements. Such policy or policies shall be in a base amount of the greater of a minimum of \$1,000,000.00 per person, \$1,000,000.00 per accident and \$1,000,000.00 property damage, or the amounts required by any Mortgage, plus such other insurance, and including such coverage as the Board in its discretion shall deem appropriate and consistent with responsible business practice. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days written notice (or the maximum number of days of notice less than thirty (30) which is reasonably possible to obtain) to the Association and all Mortgagees.

(c) Not later than the first conveyance of a Unit to a person other than the Declarant, the Association shall obtain and maintain at all times a policy or policies of (i) liability insurance insuring the Board, Officers, employees and agents of the Association against any claims, losses, liabilities, damages or causes of action arising out of, in connection with, or resulting from any act done or omission to act by any such Person, (ii) workmen's compensation as required under the laws of the State of Missouri, and (iii) such other insurance as the Board in its discretion shall deem appropriate and consistent with responsible business practice.

(d) The Association shall not be responsible for the liability of any Owner not caused by or connected with the Association's operation or maintenance of the Condominium. Each Owner may obtain additional insurance at his own expense for his own benefit. Insurance coverage on the furnishings, improvements and other items of personal property belonging to an Owner and casualty and public liability insurance coverage within each Unit are specifically made the responsibility of each Owner, and each Owner must furnish a copy of his insurance policies to the Association upon request of the Association. Notwithstanding the foregoing, all insurance policies maintained by the Association shall provide that the failure of an Owner to obtain insurance shall not result in a denial of or decrease in recovery under the Association's policies.

(e) All insurance policies required by this Article V shall also comply with any provisions of the Bylaws regarding insurance and with the requirements of Section 448.3-113, RSMo. Without limiting the generality of the foregoing, all insurance policies on the Common Elements shall provide that:

(1) Each Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;

(2) The insurer waives its rights to subrogation under the policy against any Owner or members of his household;

(3) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy or reduce the amount of recovery under the policy; and

(4) If, at the time of a loss under the Policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

Section 5.06. Responsibility for Common Areas. The Board shall have the responsibility to manage and maintain all the Common Elements and Limited Common Elements, including (without limitation) the common stairways, the common walkways, the grounds, landscaped areas, parking, storage areas, and the entrance and the lobby, exterior glass surfaces, exterior door surfaces (but not doorknobs or locks), balcony railings, stairways, walkways, driveways, landscaping, and all property that may be acquired by the Association, in a

first-class condition and in a good state of repair. The Board may grant easements over the Common Elements where necessary to provide utilities and sewer facilities to serve the Condominium or adjacent properties.

Section 5.07. Limitation on Liability. Neither the Association nor the Declarant or Manager, and no officer or member of the Board or any committee of the Association, or the Declarant or Manager shall be liable to any Owner or to any other party, including the Association, for damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such party; provided that such Person or party has acted in good faith on the basis of such information as may be available, and without willful or intentional misconduct.

Section 5.08. Restrictions Upon the Board.

(a) Under no circumstances may the Association cause a forfeiture of an Owner's right to use and enjoy his or her Unit for failure of said Owner to comply with the provisions of this Declaration, the Bylaws, or the rules and regulations adopted by the Association, except: (1) by judgment of a court of competent jurisdiction or a decision arising out of previously agreed upon arbitration in accordance with applicable Missouri law; or (2) on account of a foreclosure or a sale under a power of sale for failure of the Owner to pay assessments duly levied by the Association or to abide by the terms of this Declaration, the Bylaws or rules and regulations as set forth herein; or (3) the suspension of voting rights pursuant to Subsection 5.04(m) above; or (4) the imposition of late charges and other fees and assessments.

(b) The Board is prohibited from taking any of the following actions, except with the vote or written consent of a Majority of the Members of the Association (excluding the Declarant):

(1) Entering into any contract for goods or services for a term longer than one (1) year with the following specific exceptions:

(i) A property management agreement for a term of longer than three (3) years.

(ii) A contract with a public utility company if the rates charged for the materials or services are regulated by the State Public Service Commission or under franchise with the City, or other governmental authority; provided, however, that the term of the contract shall not exceed the shortest term for which the supplier will contract at the regulated rate.

(iii) Prepaid comprehensive casualty, liability and other insurance policies not to exceed three (3) years in duration; provided that such policies shall permit cancellation or modification by the insured.

(2) Incurring aggregate expenditures for capital improvements to the Common Elements in any fiscal year in excess of ten percent (10%) of the budgeted gross expenses of the Association for the previous fiscal year.

(3) Selling property of the Association having an aggregate fair market value greater than ten percent (10%) of the budgeted gross expenses of the Association for the previous fiscal year.

(4) Paying compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business; provided, however, that the Board may reimburse a Board member or officer for reasonable expenses actually incurred in carrying out the business of the Association.

Section 5.09. Employees. Subject to the limitations in Section 5.07 and 5.08 above, the Board shall have the duty to employ and pay for the following personnel:

(a) Cleaning personnel as needed (to clean the Common Elements and facilities).

(b) Landscaping, lawn and gardening personnel as required (to maintain and serve the Common Elements).

(c) Other personnel and services as deemed necessary by the Board.

ARTICLE VI AUTHORITY OF THE MEMBERS

In addition to any other powers and authority provided in this Declaration, the Members of the Association shall have the following express authority and control over actions by the Board:

(a) To effect necessary amendments to this Declaration in the manner provided in Section 15.14 below.

(b) To subject any action taken by the Board in levying any assessment (other than the general monthly assessments, special assessments, and emergency assessments provided for in Article VII herein) to review by the Members. Such review may be initiated only by a Member filing with the Board, within thirty (30) days of notice of the assessment, a petition requesting such review executed by Owners representing at least twenty-five percent (25%) of the Members of the Association, excluding the Declarant. Upon receipt of such petition, the Board shall forthwith duly call and hold a special meeting of the Members in accordance with the procedures set forth in the Bylaws in order to consider such petition and review the disputed action of the Board. At such meeting, in the event a Majority of the Members other than the Declarant cast affirmative votes for a resolution rescinding the assessment referred to in the petition, the assessment shall be deemed rescinded, and the Board shall take no action to enforce such assessment. If such vote is not obtained, the Board shall proceed to enforce such assessment

according to this Declaration and the Bylaws. Following receipt of the petition, the Board shall take no action to enforce the assessment referred to in the petition pending the vote of the Members described herein.

(c) To enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure of the Board or any Owner to enforce any covenant, restriction, rule or regulation shall in no event be deemed a waiver of the right to do so thereafter. Such right may only be waived by an instrument in writing signed by the party charged with such waiver and shall be limited to the particular covenant, restriction, rule or regulation which is expressly described as being waived in such writing.

ARTICLE VII ASSESSMENTS

Section 7.01. Assessments for Common Expenses. All Owners shall be obligated to pay the assessments imposed by the Association to meet the Common Expenses. Assessments for the estimated Common Expenses ("Regular Assessments") shall be due monthly in advance on or before the first (1st) day of each month. Any Regular Assessment not paid by the tenth (10th) day of each month shall accrue interest from said date until paid, at the maximum rate permitted by the Act, as amended (as of the date hereof, Section 448.3-115, RSMo. provides a maximum rate of eighteen percent (18%) per annum). Liability for Regular Assessments shall be prorated if the ownership of a Unit commences on a day other than the first day of a month.

Section 7.02. Purpose of Assessments.

(a) Regular Assessments shall be used exclusively for the purposes of promoting the health, safety, welfare and recreation of the residents of the Condominium, and in particular of the Condominium and the facilities devoted to said purposes. Such uses may include, but are not limited to, the cost to the Association of the following: all insurance, repair, replacement and maintenance of the Common Elements; fire, extended coverage, vandalism, malicious mischief and liability insurance for the Units; management services; taxes and assessments, general and special (exclusive of real estate taxes assessed against Owners); legal and accounting services as may from time to time be authorized by the Association; construction of facilities relating to the Association's purposes; maintenance of easements upon, constituting a part of, appurtenant to or for the benefit of, the Condominium; mowing grass, maintaining the grounds and landscaping; maintenance of any parking and recreational facilities which are part of the Common Elements; maintaining the roofs and exterior surfaces of any Building; garbage pickup; pest control; outdoor lighting; water and sewer service furnished to the Condominium by or through the Association; discharge of any liens on the Common Elements; recreational areas, if any; all other Common Expenses; and all other uses permitted by this Declaration and the Act.

(b) In addition, the Board shall establish an emergency working capital fund to be collected at the closing of each Unit sale. The purpose of the emergency working

capital fund is to insure that the Board will have cash available to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board for the performance of its obligations. Amounts paid into the fund are not to be considered as advance payment of Regular Assessments.

(c) The Association, through the Board, may also establish a reserve or sinking fund to be maintained in a segregated interest-bearing account, in order to accumulate funds for the anticipated cost of maintenance, repair and replacement of capital improvements, including fixtures and personal property relating thereto. The Board may levy assessments for the reserve fund, payable no more frequently than monthly, in the same manner as Regular Assessments.

Section 7.03. Determination of Assessments. Each year the Board shall prepare a proposed budget for consideration by the Owners at a meeting held not less than ten (10) nor more than thirty (30) days after the mailing or delivery by the Board to each Owner of notice of the meeting and a summary of the proposed budget. The budget and any summary shall specify the total amount of each proposed assessment, including any assessments for the reserve fund or the emergency working capital fund and any Special Assessments as provided in Section 7.05 hereof. Unless at that meeting the holders of a majority of the outstanding votes in the Association reject the budget, the budget is ratified, whether or not a Quorum is present. In the event the proposed budget is rejected, the budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board in the same manner as set forth above. Each budget shall reflect the cash requirements necessary to provide for the payment of all estimated expenses growing out of or connected with the maintenance and operation of the Common Elements. The omission or failure of the Board or the Owners to fix the assessment for any month shall not be deemed a waiver, modification or a release of the Owners from the obligation to pay any future assessment for such month.

Section 7.04. Allocation, Limits and Changes in Assessments. The assessments for each Unit shall be proportionate to the Common Element Interest for each Unit. If the Board determines at any time during any fiscal year that a greater Regular Assessment is required to adequately perform the duties and responsibilities of the Association and pay all expenses thereof, then the Board may call a special meeting of the Owners. By the affirmative vote of the holders of at least fifty-one percent (51%) of the votes in the Association cast at the meeting, at which a Quorum is present, the Regular Assessment may be set at whatever level such Owners approve. Notwithstanding the foregoing, no Regular Assessment shall exceed one hundred and ten percent (110%) of the Regular Assessment levied for the same Unit for the same month of the previous year, unless approved by the holders of at least sixty-six and two-thirds percent (66 2/3%) of the outstanding votes in the Association at a duly held annual or special meeting. The Board may decrease the amount of any Regular Assessment or any other assessment at any time or times and to any amount the Board deems appropriate and consistent with sound business practices, without the approval of the Owners.

Section 7.05. Special Assessments. In addition to the assessments authorized in Sections 7.1 and 7.2 hereof, the Association may levy at any time a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, repair or replacement of improvements upon the Common Elements, including the necessary fixtures and

personal property related thereto, provided that any such Special Assessment must be approved by the holders of at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association cast at a meeting of the Owners duly called for this purpose, at which a Quorum is present.

Section 7.06. Notice of Assessments. The Board shall give each Owner written notice of the amount of his or her Regular Assessment and any other assessments payable in monthly installments at least ten (10) days before the first day of the fiscal year in which such assessments are payable. The Board shall give at least thirty (30) days written notice of all other assessments. Failure of the Board to give timely notice of any assessment shall not release any Owner from the obligation to pay the assessment, but shall postpone the date the assessment is due, until the required notice period has elapsed; provided that, if the assessment is payable in monthly installments no due date will be postponed unless such due date occurs before the notice is given or within the ten (10) days following the date such notice was given.

Section 7.07. No Exemption. No Owner may exempt himself from liability for any assessment by failure to use or enjoy any of the Common Elements or by abandonment of his Unit.

Section 7.08. Lien for Assessments.

(a) All assessments of any kind not paid by an Owner when due, including interest thereon at the lesser of (i) the highest amount allowed by law; or (ii) eighteen percent (18%) per annum, shall constitute a lien on such Unit superior and prior to all other liens and encumbrances, except:

(1) Liens and encumbrances recorded before the recordation of this Declaration, including any Mortgagee's Deed of Trust and Security Agreement and Assignment of Leases and Rents;

(2) All liens under any mortgage or deed of trust for the purchase of a Unit recorded prior to the date such assessment becomes delinquent;

(3) Liens for real estate taxes and other governmental assessments or charges against the Unit; and

(4) Except for delinquent assessments or fines, up to a maximum of six (6) months' assessments or fines, which are due prior to any subsequent refinancing of a Unit or for any subsequent second mortgage interest.

If an assessment is payable in installments, the full amount of the assessment is a lien from the time the first installment thereof becomes due. This subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other assessments made by the Association.

(b) Such lien shall attach from the date the assessment becomes due. The lien may be enforced by foreclosure of the defaulting Owner's Unit by the Association in the same manner as a mortgage on real estate or a power of sale under Chapter 448, RSMo.

Each Owner, by accepting a deed to his Unit, expressly grants to the Association a power of sale, as set forth in said Chapter 448, in connection with the assessment lien. In any such foreclosure, the Owner shall be required to pay the costs and expenses of such proceedings, including, without limitation, all publication, recording, title search and mailing costs, the costs and expenses for filing any necessary notice or claim of lien and all reasonable attorneys' fees and trustee's fees. The Owner shall also be required to pay to the Association a reasonable rental for the Unit during the period of delinquency, and the Association shall have the power to bid for the Unit at the foreclosure sale and to acquire and hold, lease, mortgage and convey the same. In the event a foreclosure has been commenced but is subsequently stopped because the Owner has paid all amounts due, the Owner will nevertheless pay all of the aforesaid costs and expenses incurred through the time the delinquency is paid.

(c) The amount of each assessment shall also be a personal debt of each respective Owner at the time the assessment becomes due. The Association may maintain an action against each Owner to recover a money judgment for unpaid assessments without foreclosing or waiving the lien securing the same, and the Association shall also be entitled to a judgment for reasonable attorneys fees and court costs.

(d) Any encumbrancer holding a lien on a Unit may pay any unpaid assessments payable with respect to such Unit, and upon such payment, such encumbrancer shall have a lien on such Unit for the amount paid of the same rank as the lien of his encumbrance.

Section 7.09. Statement of Assessments. Upon the written request of any Owner or any encumbrancer of a Unit, the Association, by its Board, shall, within ten (10) days after such request, issue a written statement setting forth the unpaid assessments, if any, with respect to such Unit, the amount of the current monthly assessments, the date of such assessment and the due date, any credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, and such other items as are required by Section 448.4-109, RSMo, which statements shall be conclusive upon the Association in favor of all persons who rely thereon in good faith.

Any purchaser, donee or other transferee of a Unit who, by deed or other writing (herein "Grantee"), expressly assumes personal liability for unpaid assessments against the transferor, shall be jointly and severally liable with the transferor for such assessments. The Grantee shall be entitled to a statement from the Board, within ten (10) days after his written request, setting forth the amount of all current assessments and the dates such assessments become due, as well as any credit for advanced payments or for prepaid items, including, but not limited to, insurance premiums. This statement shall be conclusive upon the Association.

ARTICLE VIII DAMAGE AND DESTRUCTION

Section 8.01. General Provisions.

(a) The provisions of this Article VIII shall govern the repair and building of the Condominium (including each Unit), if any part thereof is damaged by fire or other casualty, and shall also apply to the collection, holding, application, and disposition of the proceeds of any insurance policy or coverage obtained pursuant to this Declaration, or under which the insurance proceeds are to be paid to or for the account of the Association or under which the Board has control of the disposition of proceeds. Upon written notice from the Board, each Owner shall promptly remove all furnishings and belongings from Limited Common Elements and the Unit or parts thereof, as may be necessary to effect such repairs and reconstruction.

(b) Any portion of the Condominium for which insurance is required under Article V which is damaged or destroyed shall be repaired or replaced promptly by the Association unless:

- (1) The Condominium is terminated;
- (2) Repair or replacement would be illegal under State or local health or safety statute or ordinance, or
- (3) Eighty percent (80%) of the Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild. If the Owners vote not to rebuild any Unit, that Unit's Common Element Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article IX hereof, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 8.02. Damage to Common Elements. Notwithstanding Section 8.01 above, if all or any part of the Common Elements (including any Limited Common Element) is damaged by fire or other casualty, the following provisions shall govern repair and rebuilding, as well as the collection, holding, application and distribution of the proceeds of any insurance policy payable to or for the account of the Association due to such damage:

(a) If the estimated cost of repairing or rebuilding damaged portions of the Common Elements and/or Limited Common Elements does not exceed the amount of available insurance proceeds, the Board shall deposit such proceeds in an escrow account with a bank or a savings and loan institution to be held, used and disbursed to rebuild and repair the damage, as work progresses or upon completion, pursuant to such contract as the Board shall enter into for the repairs. The Board shall thereupon contract to repair or rebuild the damaged portion of the Common Elements and/or Limited Common Elements. If the insurance proceeds are insufficient to pay all the estimated costs of repairing and rebuilding the Common Elements, the Board shall levy a Special Assessment against all Owners to make up any deficiency. In the event of damage to Limited Common Elements, only those Owners affected by such damage shall be assessed; provided that all Owners shall be assessed for damages to the other Common Elements. In the event the total insurance proceeds actually received exceed the actual cost of rebuilding and repairing damage to the Common Elements, the excess shall be paid and distributed to all the then Owners in proportion to their respective percentages of

Common Element Interest and Common Expense Liability. The repair or rebuilding contemplated by this Section 8.02(a) shall restore the Common Elements or Limited Common Elements to the condition existing immediately prior to such damage, and shall be commenced within one hundred twenty (120) days following receipt of any such insurance proceeds by the Board.

(b) In the event the proceeds from insurance are not sufficient to cover the costs of rebuilding the Common Elements or Limited Common Elements, the Board shall levy a special assessment in accordance with the Bylaws and Section 8.02(a) above, in order to raise any additional amounts necessary. The Board shall deposit such funds with a bank or savings institution selected by the Board in the manner set forth in Section 8.02(a), along with the insurance proceeds.

Section 8.03. Damage to the Units. Notwithstanding Section 8.01 above, if all or any part of a Unit or Units is damaged by fire or other casualty, the following provisions shall govern repair and rebuilding, as well as the collection, holding, application and distribution of any insurance proceeds payable to or for the account of the Association due to such damage:

(a) Each of the affected Owners shall be responsible for commencing repairs and reconstruction of their respective Units within one hundred twenty (120) days after the casualty and diligently pursuing such work to completion. The Board shall deposit all insurance proceeds applicable to a damaged Unit or Units into an escrow account or accounts with a bank or a savings and loan institution for the benefit of the Owner or Owners of the damaged Units, to be held, used and disbursed to rebuild and repair the damage, as work progresses or upon completion, pursuant to contracts for such repairs negotiated and entered into by the affected Owners. In the event the actual costs of repairing and restoring the damaged Units should exceed the previously estimated cost, then the affected Owners shall pay the difference.

(b) Where provision is made in this Declaration for payment and distribution of all or any part of any insurance proceeds to all current Owners, payments to each of said Owners shall be based upon the ratio of the fair market value of each Unit to the fair market value of all Units in the Condominium. Fair market value shall be determined by a real estate appraiser selected by the Board.

ARTICLE IX CONDEMNATION

This Article shall govern in the event all or a portion of the Condominium (including Units and/or Common Elements) is taken by any public authority pursuant to the power of eminent domain. Upon receiving formal notice from such public authority that it intends to take all or a portion of the Condominium, the Board shall, within sixty (60) days thereafter, call and hold a special meeting of the Members of the Association. A vote of the Members shall be held to determine whether to sell and partition the Condominium pursuant to Article XIII below.

Section 9.01. Waiver of Partition. In the event twenty-five percent (25%) or more of the Units and Common Elements are taken by condemnation, and a Majority of the Members

vote to waive the prohibition against partition contained in Article XIII below, the prohibition shall be deemed waived, and the Board, upon executing, acknowledging and recording a certificate evidencing the partition, shall sell the Condominium for the benefit of all the affected Owners and distribute the proceeds thereof in accordance with Article XIII.

Section 9.02. Distribution of Proceeds. However, in the event that less than twenty-five percent (25%) of the Units or Common Elements are condemned or the prohibition against partition is not waived, the Board shall deposit the proceeds from the eminent domain action with a bank or savings and loan association as trustee for the Owners. The Board shall then distribute such proceeds among Owners whose Units are partially or wholly taken in the proportion in which their respective interests appear, such proceeds going first to any affected Mortgagee with any excess to the respective Owners. Thereafter, the interests of those Owners whose entire Units are condemned shall cease, and such Owners shall execute all documents deemed necessary and appropriate by the Board to dispose of their respective interests. Proceeds from the condemnation of Common Elements shall be distributed equally to all Owners and any portion of the proceeds from the condemnation of Limited Common Elements shall be equally divided among the Owners to which that Limited Common Element was assigned or appurtenant at the time of the condemnation.

Section 9.03. Adjustment of Common Interests. In the event one (1) or more of the Units are taken by condemnation but there is no waiver of the prohibition against partition, the proportionate interests of the remaining Owners in the Common Elements shall be readjusted appropriately, and appropriate amendments to this Declaration and the Bylaws shall be made.

ARTICLE X EASEMENTS

Section 10.01. Nonexclusive Easements. In addition to any exclusive easements established in the Limited Common Elements, each of the Units and Common Elements shall also be subject to the following nonexclusive easements which shall be easements appurtenant to and running with the land, perpetually in full force and effect, and at all times inuring to the benefit of and being binding upon the Declarant, its successors and assigns, and any Owner, Mortgagee, purchaser, and other person having an interest in any part or portion of the Condominium or Property.

(a) Appurtenant to each Unit shall exist a nonexclusive easement: (1) over all the Common Elements for ingress, egress, utility services, support, maintenance and repairs to the Units; (2) over the Limited Common Elements as necessary for structural support, utility services, maintenance and repairs; and (3) over all parts of the Condominium and Property (including all other Units and Limited Common Elements) for structural support.

(b) Should any part of the Common Elements encroach upon any Unit or Limited Common Element, a valid nonexclusive easement shall exist for such encroachment and its maintenance. In the event any improvements constituting part of the Condominium shall be partially or totally destroyed and then rebuilt, minor encroachments of any parts of the Common Elements due to construction shall be

permitted, and valid nonexclusive easements shall exist for such encroachments and their maintenance.

(c) The Declarant and its successors and assigns (including but not limited to the Association) shall have, and are hereby granted the right and easement (to be exercised by any directors, officers, agents, employees or independent contractors) to enter any Unit and any Limited Common Elements from time to time during reasonable hours, provided at least twenty-four (24) hours advance notice is given to the particular Unit Owner (except that access may be had at anytime in case of emergency), (1) for the purpose of reconstructing, making repairs or performing maintenance, or (2) for essential operations of the Condominium, or (3) to prevent damage to any Units or Common Elements. In addition, the Declarant shall have all other easements and rights granted under the Act, including but not limited to the easement rights described in Section 448.2-116 R.S.Mo.

Section 10.02. Exclusive Easements. Appurtenant to the ownership of his or her Unit, each Owner is hereby granted and shall have an exclusive easement for ingress, egress and the use of storage lockers, as Limited Common Elements.

Section 10.03. Encroachments. None of the rights and obligations of the Owners created by this Declaration or by the various deeds creating ownership of the Units shall be altered in any way by encroachments attributable to the shifting or settling of the Building or any other cause. There shall be valid easements for the maintenance of said encroachments so long as they exist; provided, however, that in no event shall a valid easement be created in favor of any Owner if said encroachment occurred due to the willful conduct of said Owner in violation or breach of this Declaration.

Section 10.04. Utility Easements. The Board shall also have the power to grant and maintain appropriate easements for public utilities over, under and through the Common Elements. The rights and duties of the Owners of each Unit with respect to sanitary sewer, water, electricity, gas, telephone lines, cable television and similar facilities shall be governed by the following:

(a) Whenever sanitary sewer connections or water connections or electricity, gas, telephone or television cable lines are installed within the Condominium, which connections or any portion thereof lie in or upon Units owned by other than the Owner of the Unit served by said connection, the Board shall have the right, and is hereby granted, upon twenty-four (24) hours advance notice to the Owner of such Unit, an easement to enter or to permit the utility companies to enter any Unit within, upon or adjacent to which said connections, or any portion thereof lie, for the purpose of repairing, replacing, and generally maintaining said connections, as and when necessary.

(b) Whenever sanitary sewer connections or water connections or electricity, gas, telephone or cable television lines are installed within the Condominium, which connections serve more than one (1) Unit, the Owner of each Unit served by said connections shall be entitled to the full use and enjoyment of those portions of said connections which service his or her Unit.

(c) In the event of a dispute among Owners with respect to the sharing of the costs thereof, then, upon written request to the Association from one (1) of such Owners, the matter shall be submitted to the Board, who shall resolve the dispute. The decision of the Board shall be final and conclusive upon the parties. If any of the disputing Owners is a member of the Board, he or she shall not be entitled to vote on such issue. The remaining non-disputing Board members shall appoint another Owner to serve temporarily on the Board solely for the purpose of voting on such dispute.

(d) Easements over the entire Condominium for the installation and maintenance of electric, telephone, water, gas, television and sanitary sewer lines and facilities, and for drainage facilities, and as may be required from time to time to service the Condominium, are hereby reserved by Declarant together with right to grant and transfer the same.

Section 10.05. Original Assignment of Limited Common Elements. The Declarant hereby reserves the exclusive right to assign the use of the parking spaces and the storage lockers as Limited Common Elements for the use of designated Owners upon their purchase of Units.

Section 10.06. Construction Easement. The Declarant also hereby reserves in favor of itself, its successors and assigns, its general contractor, architect, engineer, appropriate City inspectors, and the Manager and any other Person authorized by the Board, any and all easements and rights-of-way through, under, over and across the Condominium and Property for construction purposes and for the construction, installation, maintenance and inspection of the Building and any and all improvements, structures and landscaping located on or about the Condominium or as reserved by Declarant under Article XII.

ARTICLE XI ARCHITECTURAL CONTROL COMMITTEE

Section 11.01. Creation. There is hereby created a committee for the regulation and control of structural, landscaping, aesthetic and design matters affecting the Condominium. Such Architectural Control Committee shall consist of not less than three (3) nor more than five (5) Persons or their designees. The Declarant shall appoint all of the original members of the Architectural Control Committee and all replacements throughout the Declarant Control Period. The Board shall have the power to appoint members of the Architectural Control Committee not appointed by the Declarant. Appointments to the Architectural Control Committee shall be from among the membership of the Association; provided that those appointed by the Declarant need not be Members of the Association. The Board may in its discretion from time to time refer specific requests and other matters relating to the design and aesthetics of the Condominium and Property to the Architectural Control Committee for evaluation, determination or recommendation. Any or all decisions of the Architectural Control Committee may be appealed to the Board, whose decision shall be final and binding upon all Owners.

Section 11.02. Authority to Regulate. With the specific exception of any improvements or construction undertaken or planned by the Declarant pursuant to Special Declarant Rights reserved by Declarant (which the Committee shall have no authority to regulate), no building, fence, wall, or other structure, shall be commenced, erected or maintained

upon the Property or Condominium, nor shall any interior or exterior addition, change, or alteration be made to the Unit, Condominium or Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee. In the event said Committee fails to approve or disapprove the design and location within thirty (30) days after plans and specifications have been submitted to it, the contents of the plans and specifications shall be deemed to have been disapproved; provided that the Committee shall provide the applicant with written notice of the reason for its action upon request within a reasonable time thereafter.

ARTICLE XII SPECIAL DECLARANT RIGHTS

Section 12.01. General Reservation. Upon the filing of this Declaration and the Plat, the Declarant shall be the Owner of each of the Units thereby created and shall retain all rights, benefits and obligations as Owner of the Property, subject to the terms of this Declaration, until each individual Unit which may be created hereunder is sold to some other Person. If applicable, upon the sole discretion of Declarant, any Development Right reserved below may be exercised with respect to different parcels at different times. The Declarant reserves all Special Declarant Rights and all Development Rights, including the following Special Declarant Rights and Development Rights with respect to the Condominium:

(a) The Declarant, or its successors or assigns, reserves the right to use the Common Elements or easements through the Common Elements for the purposes of making improvements within the Condominium.

(b) The Declarant reserves the right to maintain one (1) or more sales or leasing offices and signs advertising the Condominium in any Unit or upon the Common Elements. Any sales or leasing office, management office, or model not designated as a Unit by Plat amendment, shall be a Common Element.

(c) The Special Declarant Rights reserved herein shall automatically terminate if not exercised within fifty (50) years after the date this Declaration is originally recorded. The Declarant, or its successors, may voluntarily terminate such Development Rights prior to the time so designated, by executing a written instrument in the same manner as this Declaration and recording it in St. Louis County, Missouri.

(d) The Declarant reserves the right to add all or any part of that certain real estate legally described on Exhibit D and made a part hereof, including all buildings, structures, fixtures and other improvements located thereon (collectively, the "Broadmoor Property"), to the Condominium. Declarant further reserves the right to create four (4) additional Units on the Broadmoor Property, including all such Common Elements and Limited Common Elements Declarant deems necessary or desirable with respect to such additional Units. The addition of the Broadmoor Property to the Condominium shall become effective upon recording an amendment to the Declaration and the Plat, executed by Declarant, in the Office of the Recorder of Deeds for St. Louis County, Missouri. Any such amendment shall provide, among other things, the legal description of the real estate added to the Condominium, the number of additional Units

created and the total number of Units in the Condominium, a description of all Common Elements and Limited Common Elements created, and the adjusted allocation of Common Elements Interest and Common Expense Liability for all Units in the Condominium determined in accordance with the formula set forth in Section 3.07 (a) above. Nothing in this Subsection (d) shall be construed to obligate Declarant to exercise any of the Development Rights described herein.

Section 12.02. Successors in Interest. Subject to the provisions of Section 12.03 hereof, each and every Owner and his or her respective Mortgagees, grantees, licensees, trustees, receivers, lessees, tenants, judgment creditors, heirs, legatees, devisees, administrators, executors, legal representatives, successors and assigns shall be deemed to have expressly agreed, assented and consented to each of the provisions of this Declaration and shall be deemed to have constituted and irrevocably appointed the Declarant as his or her lawful attorney-in-fact to carry out the powers described in Section 12.01 hereof, and such power of attorney shall be deemed to be coupled with an interest and shall be irrevocable.

Section 12.03. Effects Upon Mortgage Interests. The acceptance or creation of any Mortgage or other encumbrance, whether voluntary or involuntary, and whether or not created in good faith and for value shall be deemed to be accepted and created subject to each of the terms and conditions of the power of attorney described in Section 12.01 hereof.

ARTICLE XIII PARTITION

Section 13.01. Prohibition. In accordance with Section 448.2-107.5 of the Act, none of the Common Elements shall be subject to partition; and any purported conveyance, encumbrance, judicial sale or other voluntary or involuntary transfer of an undivided interest in the Common Elements or Limited Common Elements, which is made apart from the conveyance, encumbrance, sale or transfer of the Unit or Units to which that interest is assigned or appurtenant, shall be void and of no effect. Assigned storage lockers and parking spaces may be re-assigned by the Board upon request by the affected Owner or Owners at any time. Nothing in this Declaration, however, shall preclude a judicial partition of any Unit among two (2) or more Owners as tenants in common or joint tenants, if such right of partition shall otherwise be available; but no such partition shall be in kind.

ARTICLE XIV TERMINATION OF CONDOMINIUM

Section 14.01. Agreement. Except in the case of a taking of all the Units by eminent domain, the Condominium may be terminated only by agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated. An agreement to terminate shall be evidenced by the execution of a termination agreement or ratifications thereof, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded before that date. A termination agreement and all ratifications thereof shall be recorded in St. Louis County, Missouri, Recorder of Deeds, and is effective only upon recordation.

**ARTICLE XV
GENERAL PROVISIONS**

Section 15.01. Performance Easement. The Condominium shall be subject to, and each Owner shall be deemed to have granted, a perpetual non-exclusive easement for the benefit of the Association, the Board, the Manager, and their respective employees, agents, successors and assigns, for ingress and egress upon any portions of the Condominium for the purpose of performing their respective obligations and duties under this Declaration, the Association's Articles, the Bylaws, and the Act.

Section 15.02. Binding Effect and Duration. This Declaration and all covenants, conditions, restrictions, terms, provisions, rights, obligations and easements hereunder (a) are made for the direct, mutual and reciprocal benefit of each portion of the Condominium, each Owner and any mortgagees thereof, the Association and the Declarant; (b) create mutual equitable servitude upon each portion of the Condominium in favor of every other portion; (c) constitute covenants running with the land; (d) bind and inure to the benefit of the Association, the Declarant, all Owners and all future Owners, and the heirs, personal representatives, successors and assigns of each of the foregoing; and (e) shall continue in full force and effect for a term of twenty years after the date of this Declaration, after which time they shall be automatically renewed and extended for successive periods of ten years. Notwithstanding the foregoing, this Declaration may be terminated at any time as set forth in Article XIV hereof.

Section 15.03. Delayed Effectiveness. Notwithstanding any provision in this Declaration to the contrary, as long as the Declarant owns all of the Units, Declarant, at its option, may perform any or all of the duties and responsibilities of the Association and pay any or all expenses thereof; the Association shall not be required to levy any assessments of any kind; and no meetings of the Board or the Owners shall be required.

Section 15.04. Enforcement. Subject to any provision in this Declaration for arbitration, the Association, the Declarant, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, terms, provisions, duties, obligations, rights, privileges and liens now or hereafter imposed or created by or pursuant to the provisions of this Declaration. The failure of any of the foregoing to enforce any provision of this Declaration at any time or for any period of time shall not be deemed a waiver of the right to do so thereafter.

Section 15.05. Arbitration. The Association, the Declarant or any Owner may request binding arbitration of any matter hereunder in dispute other than the failure to make timely payment of an amount due and payable. Such arbitration shall be held in St. Louis County, Missouri, by a single arbitrator, in accordance with the rules then observed by the American Arbitration Association (or any organization which is the successor thereto), and shall be initiated by the requesting party's giving all Owners and the Association written notice of arbitration.

Section 15.06. Notices. Any notice to be given hereunder shall be deemed to be duly given three (3) business days after it has been deposited in the United States mails, postage and

all fees prepaid, by certified or registered mail or one business day after deposit with Federal Express or other overnight courier with a comparable national reputation for reliability or the day of delivery with respect to personal service (except for notices of meetings and assessments, which may be sent by regular mail without certification or registration) and addressed to the Association at its principal business office, to an Owner at the most recent address of such Owner appearing on the records of the Association, or to the Declarant at: 107 Roy Lane, Wentzville, Missouri 63385

_____ . The address for receipt of notices by the Association, the Declarant or any Owner shall be deemed changed as to any of the foregoing who receive written notice of such change from the party whose address has changed.

Section 15.07. Severability. If any covenant, restriction, obligation, term or condition of this Declaration, or the application thereof to any Person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Declaration, or the application of such covenant, restriction, obligation, term or condition to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such covenant, restriction, obligation, term or condition of this Declaration shall be valid and fully enforceable.

Section 15.08. Section Headings. The headings of Articles and Sections of this Declaration are for convenience only and shall not be considered in construing or interpreting its provisions.

Section 15.9. Missouri Uniform Condominium Act. The provisions of this Declaration shall be in addition and supplemental to the Act and all other provisions of law.

Section 15.10. Gender and Number. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Section 15.11. Board as Attorney-in-Fact. Wherever in this Declaration the Board is given the power and right to grant easements, the Owner of each Unit does hereby appoint the Board as his or her attorney-in-fact for the purpose of granting and effecting the same, and the appointment of the Board as attorney-in-fact shall be deemed confirmed, adopted and ratified by the actions of each Owner in accepting the deed and closing on the purchase of his or her Unit.

Section 15.12. Non-Severability of Common Interests. The undivided interests in the Common Elements appurtenant to each Unit shall not be separated from the Unit and shall pass to the purchaser, along with the title to the Unit, whether or not separately described in the deed or instrument of conveyance. The interest in the Common Elements appurtenant to each Unit cannot be conveyed or encumbered except in concert with a Unit.

Section 15.13. Interpretation. The provisions of this Declaration shall be construed liberally to effect its purpose of creating a uniform plan for the development and operation of the Condominium. Failure to enforce any provision shall not constitute a waiver of the right to enforce the same or any other provision of this Declaration at a later date. This Declaration shall be governed under the laws of the State.

Section 15.14. Amendment. Except as otherwise specifically provided otherwise in this Declaration or under Section 448.2-117 of the Act, the provisions of this Declaration and of this Article XV may be amended only by an instrument in writing signed and acknowledged by Owners representing sixty-six and two thirds percent (66 2/3%) of the Members in the Association. Nevertheless, the percentage of votes necessary to amend a specific provision shall not be less or more than the percentage of affirmative votes prescribed herein for action to be taken under that provision. Any such amendment shall be effective upon its recording in the St. Louis County, Missouri, Recorder of Deeds.

Section 15.15. Organization and Regular Meetings. Regular meetings of Members of the Association shall be held not less frequently than once each calendar year at a time and place prescribed in the Bylaws. Special meetings of the Association may be called by the president or by Unit Owners entitled to cast not less than twenty percent (20%) of the votes in the Association, or any lower percentage specified in the Bylaws, of either the Board or the Owners. Not less than ten (10) nor more than sixty (60) days in advance of any meeting, the secretary or other officer specified in the Bylaws shall cause notice to be hand-delivered or sent prepaid by United States mail to the mailing address of each Unit or to any other mailing address designated in writing by the Owner. The notice of any meeting shall state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes, and any proposal to remove a director or officer.

Section 15.16. Attorney's Fees. In the event the Board or any Owner shall bring legal action against any other Owner or the Board to enforce the terms, covenants, conditions and restrictions of this Declaration, the court shall award reasonable attorneys' fees and court costs to the prevailing party.

[Signatures appear on immediately following pages.]

IN WITNESS WHEREOF, the undersigned have set forth their hands this 29th day of September, 2006, for and on behalf of the Declarant as its duly authorized officer.

FOUR SEASONS INVESTMENT GROUP,
LLC

By: *Linda L. Vlasich*
Name: LINDA L. VLASICH
Title: Manager

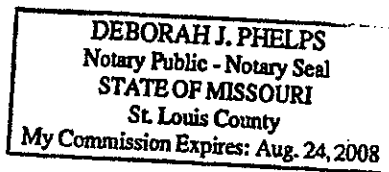
STATE OF MISSOURI)
) SS.
COUNTY OF St. Louis)

On this 29th day of September, 2006, before me personally appeared Linda L. Vlasich, known to me to be the person who executed the within Declaration of Condominium in behalf of said limited liability company and acknowledged to me that he/she executed the same for the purposes therein stated.

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.

(SEAL)

Deborah J. Phelps
Notary Public
Print Name: Deborah J. Phelps
My Commission Expires: 8/24/08



CONSENT OF MORTGAGEE

The undersigned, being the holder of a mortgage or deed of trust on the Property, hereby consents to and joins in the imposition of this Declaration and the rights, obligations and restrictions set forth herein, to the Property, on the terms and conditions herein set forth.

WESTBRIDGE BANK

By: [Signature]
Name: SCOTT W. SCHMID
Title: CEO/PRESIDENT

STATE OF Missouri)
) SS
COUNTY OF St Louis)

On this 24th day of September, 2006, before me personally appeared Scott W. Schmid, to me known, who, being by me duly sworn, did say that he/she is the Ceo/President of West Bridge Bank & Trust, a _____ corporation, and that said instrument was signed in behalf of said corporation, and acknowledged said instrument to be the free act and deed of said corporation.

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.

(SEAL)

[Signature]
Notary Public
Print Name: Deborah J. Phelps
My Commission Expires: 8/24/08

DEBORAH J. PHELPS
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Aug. 24, 2008

EXHIBIT A

“Property”

PARCEL 1: A parcel of ground in Lot 2 Share No. 1 of the Partition of Missouri Stevens Estates in U.S. Survey 207, Township 45 North, Range 5 East and described as follows: Beginning at a point on the West line of Woods Mill Road, 60 feet wide, which bears from the intersection of the South line of Olive Street Road, 60 feet wide, with the West line of Woods Mill Road, 60 feet wide, South 7 degrees 41 minutes 30 seconds West 869.95 feet to the point of beginning, then South 7 degrees 41 minutes 30 seconds West along said West line of Woods Mill Road 33 feet to a point, thence North 82 degrees 18 minutes 30 seconds West 203.59 feet to a point, thence North 7 degrees 23 minutes 30 seconds East 120.75 feet to a point, thence North Eastwardly along the arc of a curve to the left, having a radius of 50 feet, 48.64 feet to a point, then South 48 degrees 20 minutes 31 seconds East 196.55 feet to the point of beginning.

PARCEL 2: A parcel of ground in Lot 2, Share No. 1 and Lot 3 Share No. 2 of the Partition of Missouri Stevens Estate in the U.S. Survey 207, Township 45 North, Range 5 East and described as follows: Beginning at a point which bears from the intersection of the South line of Olive Street Road, 60 feet wide with the West line of Woods Mill Road 60 feet wide South 7 degrees 41 minutes 30 seconds West 902.95 feet and North 82 degrees 18 minutes 30 seconds West 203.59 feet to the point of beginning, thence North 82 degrees 18 minutes 30 seconds West 45.41 feet to a point, thence North 56 degrees 58 minutes 3 seconds West 85.31 feet to a point, thence North 29 degrees 48 minutes 30 seconds West 95 feet to a point, thence North 60 degrees 11 minutes 30 seconds East 79 feet to a point of curve, thence Eastwardly along the arc of a curve to the right having a radius of 50 feet 84.82 feet to a point of reverse curve, thence Eastwardly along the arc of a curve to the left having a radius of 50 feet 52.36 feet to a point, thence South 7 degrees 23 minutes 30 seconds West 120.75 feet to the point of beginning.

Tax Locator No. 16Q220700

Commonly known as 605-606 Thunderbird Court, Chesterfield, Missouri

Subject to:

1. The lien of all taxes and assessments for the year 2006 and all subsequent years.
2. Easement granted to Laclede Gas Company as recorded in Book 4420, Page 601 of the St. Louis County Records.
3. Easement granted to Laclede Gas Company as recorded in Book 4601, Page 281 of the St. Louis County Records.
4. Easement granted for roadway and ingress/egress as recorded in Book 4648, Page 128 of the St. Louis County Records.
5. Easement granted to Union Electric Company as recorded in Book 5017, Page 193 of the St. Louis County Records.
6. Easement granted for driveway purposes as recorded in Book 4900, Page 604 of the St. Louis County Records.
7. Easement granted for ingress/egress for driveway purposes as recorded in Book 7389, Page 1781 of the St. Louis County Records.
8. Assessments for maintenance of sanitary sewer systems, if any.
9. Assessments by trustees of said subdivision, if any.

EXHIBIT B

"Plat"

See Condominium Plat of Four Seasons Chesterfield Condominium recorded in
Plat Book 354, page 842+ of the St. Louis County, Missouri Records.
843

EXHIBIT C

“Common Element Interest and Common Expense Liability”

<u>Unit</u>	<u>Allocation of Common Element Interest and Common Expense Liability</u>
605 A	1/16
605 B	1/16
605 C	1/16
605 D	1/16
605 E	1/16
605 F	1/16
605 G	1/16
605 H	1/16
606 A	1/16
606 B	1/16
606 C	1/16
606 D	1/16
606 E	1/16
606 F	1/16
606 G	1/16
606 H	1/16

EXHIBIT D

“Legal Description of Broadmoor Property”

A parcel of land in Lot 3 Share No. 2 of the Partition of Missouri Stevens Estates in U.S. Survey 207, Township 45 North, Range 5 East and more particularly described as follows: Beginning at a point bearing the following courses and distances from the intersection of the South line of Olive Street Road, 60 feet wide, with the West line of Woods Mill Road, 60 feet wide, South 7 degrees 41 minutes 30 seconds West 560.00 feet, North 82 degrees 36 minutes 28 seconds West 790.91 feet and North 78 degrees 49 minutes 30 seconds West 477.47 feet to the point of beginning of the tract herein described; thence South 11 degrees 10 minutes 30 seconds West 120.00 feet to a point in the North line of an easement for a roadway established by instrument recorded in Book 3051 Page 359, now known as Broadmoor Drive; thence North 78 degrees 49 minutes 30 seconds West 86.00 feet to a point; thence North 11 degrees 10 minutes 30 seconds East 120.0 feet to a point and South 78 degrees 49 minutes 30 seconds East 86.00 feet to the point of beginning.

050970 / 109297
JMIGO 3057698

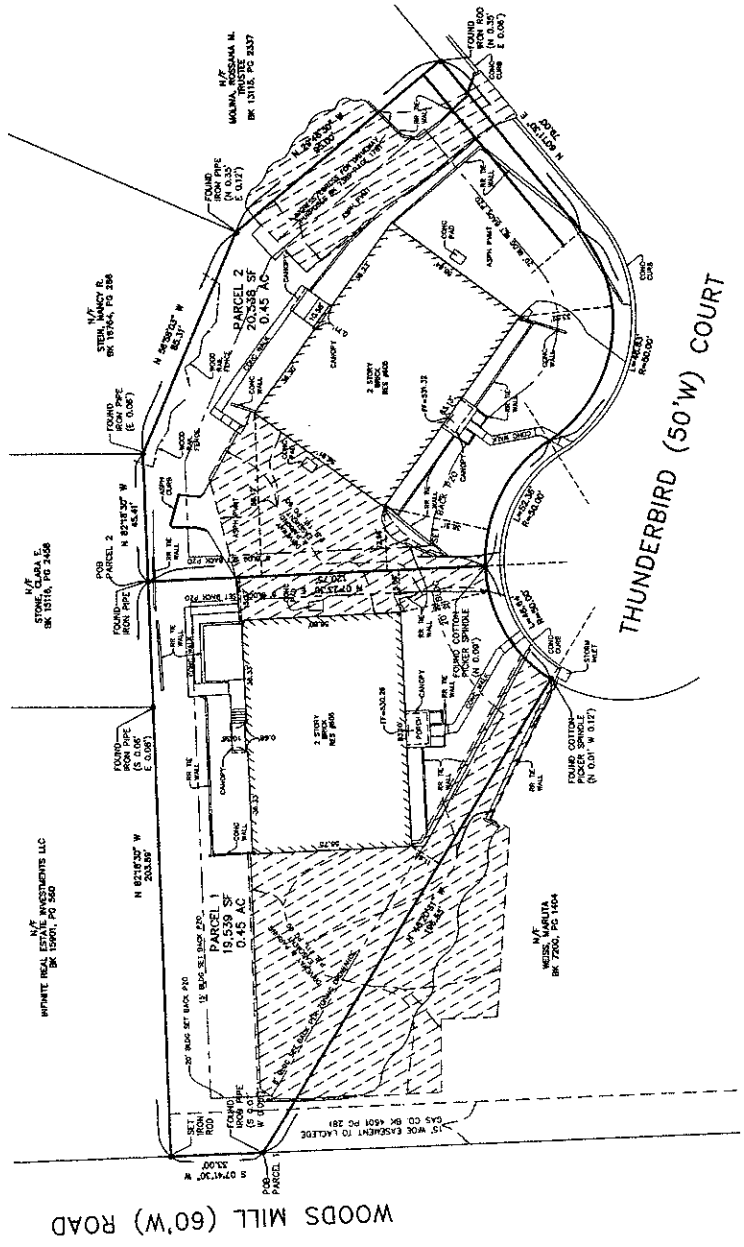
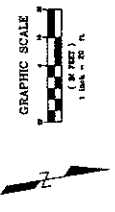
FOUR SEASONS CHESTERFIELD CONDOMINIUM

A TRACT OF LAND BEING PART OF LOT 2 SHARE NO. 1 AND LOT 3 SHARE NO. 2 OF THE PARTITION OF MISSOURI STEVENS ESTATE IN U.S. SURVEY 207 TOWNSHIP 45 NORTH, RANGE 5 EAST ST. LOUIS COUNTY, MISSOURI

ABBREVIATIONS

N NORTH
 S SOUTH
 E EAST
 W WEST
 C CONC
 CM CONC
 CR CONCR
 RR RAILROAD
 R/R RAILROAD
 AC ACRES
 L LOT
 L LOTS
 S/S SITE BENCHMARK
 ELEV ELEVATION
 PK PILE
 C.C. COMMON ELEMENT
 POS POINT OF BEGINNING
 PRO PER TONIC DRAINAGE

BOOK 281 PAGE 2473
 FILED FOR RECORD
 OCT 6 4 1973
 AT 10:00 AM
 ST. LOUIS COUNTY MO
 1245



13. Easement granted to Lakeside Gas Company as recorded in Book 4430, Page 951 of the St. Louis County Records does not apply to this project.

14. Easement granted to Lakeside Gas Company as recorded in Book 4051, Page 281 of the St. Louis County Records does not apply to this project.

15. Easement granted to Lakeside Gas Company as recorded in Book 4442, Page 152 of the St. Louis County Records does not apply to this project.

16. Easement granted to Lakeside Gas Company as recorded in Book 4077, Page 192 of the St. Louis County Records does not apply to this project.

17. Easement granted to Lakeside Gas Company as recorded in Book 4462, Page 604 of the St. Louis County Records does not apply to this project.

18. Easement granted to Lakeside Gas Company as recorded in Book 4462, Page 604 of the St. Louis County Records does not apply to this project.

19. Easement granted to Lakeside Gas Company as recorded in Book 4462, Page 604 of the St. Louis County Records does not apply to this project.

Exhibit B

Massmann SURVEYING
 7751 Cremona Ave., Suite 600
 St. Louis, MO 63114
 314-862-3377, 314-862-3478 FAX

NO.	DATE	DESCRIPTION
1.	09/29/06	CONDOMINIUM PLANNING CASHMENTS
2.	09/22/06	CONDOMINIUM PLANNING CASHMENTS
3.	09/22/06	CONDOMINIUM PLANNING CASHMENTS

FOUR SEASONS CHESTERFIELD CONDOMINIUM

A TRACT OF LAND BEING PART OF LOT 2 SHARE NO. 1 AND PART OF LOT 3 SHARE NO. 2 OF THE PARTITION OF MISSOURI STEVENS ESTATE IN U.S. SURVEY 207 TOWNSHIP 45 NORTH, RANGE 5 EAST ST. LOUIS COUNTY, MISSOURI

DATE: 05/10/06
 BOOK NO.: N/A
 APPROVED BY: WFA
 FILE NAME: 060339.DWG

SHEET TITLE: CONDOMINIUM PLAT
 SHEET NUMBER: SUV-1

SHEET NO. 1 OF 2
 PROJECT NO. 060339

PROJECT NO. 060339

DATE: 05/10/06

BOOK NO.: N/A

APPROVED BY: WFA

FILE NAME: 060339.DWG

NO. DATE DESCRIPTION

1. 09/29/06 CONDOMINIUM PLANNING CASHMENTS

2. 09/22/06 CONDOMINIUM PLANNING CASHMENTS

3. 09/22/06 CONDOMINIUM PLANNING CASHMENTS

YOUR SIGNATURE CHESTERFIELD CONDOMINIUM

STATE OF MISSOURI

COUNTY OF ST. LOUIS

STATE OF MISSOURI

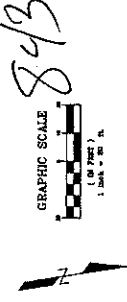
COUNTY OF ST. LOUIS

STATE OF MISSOURI

COUNTY OF ST. LOUIS

FOUR SEASONS CHESTERFIELD CONDOMINIUM

A TRACT OF LAND BEING PART OF LOT 2 IN SHARE 1 AND PART OF LOT 3 SHARE NO. 2 OF THE PARTITION OF MISSOURI STEVENS ESTATE IN U.S. SURVEY 207 TOWNSHIP 45 NORTH, RANGE 5 EAST ST. LOUIS COUNTY, MISSOURI



843

Massmann SURVEYING
7317 Commercial Ave., Suite 100
St. Louis, MO 63120
314-862-2577 • 314-862-5878 FAX

D. J. Matton
Professional Engineer
No. 000000000

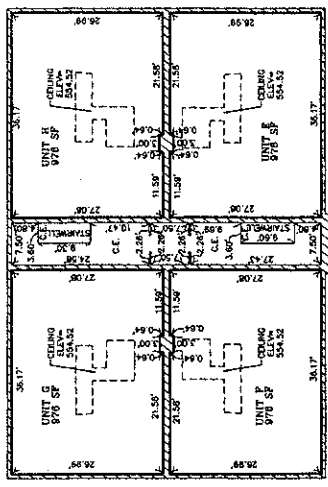
PROJECT REVISION:

NO.	DATE	DESCRIPTION
1	02/08/06	ADDED FINISH ELEVATIONS & COMMON ELEMENTS
2		MAJOR ST. MARKS
3		COMMON ELEMENTS

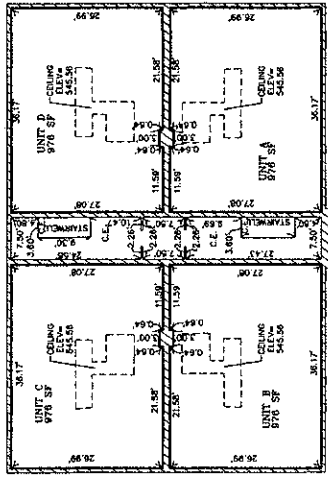
FOUR SEASONS CHESTERFIELD CONDOMINIUM
A TRACT OF LAND BEING PART OF LOT 2 IN SHARE 1 AND PART OF LOT 3 SHARE NO. 2 OF THE PARTITION OF MISSOURI STEVENS ESTATE IN U.S. SURVEY 207 TOWNSHIP 45 NORTH, RANGE 5 EAST ST. LOUIS COUNTY, MISSOURI

DATE: 05/10/06
BOOK NO.: N/A
SHEET NO.: 2 OF 2
APPROVED BY: WFN
FILE NAME: 06039.DWG
SHEET TITLE: CONDOMINIUM PLAT
SHEET NUMBER: **SUV-2**

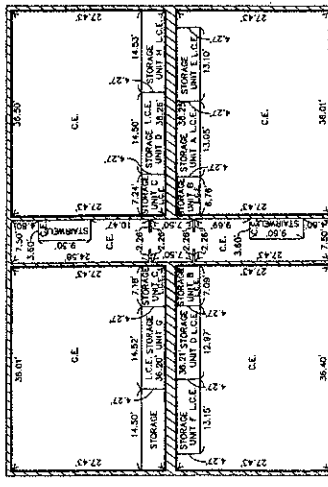
PROJECT NO: 06039
SHEET NO. 2 OF 2



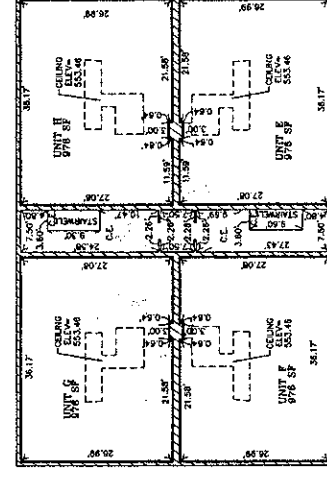
RES. #605 SECOND FLOOR
FINISHED FLOOR ELEV=547.32'
CEILING ELEV=555.32'



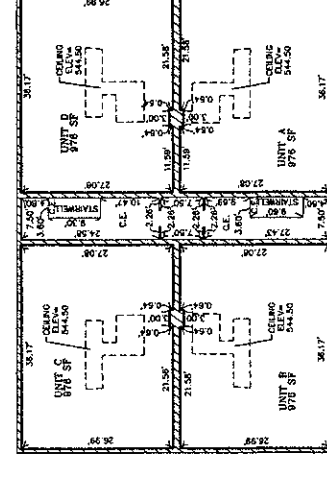
RES. #606 SECOND FLOOR
FINISHED FLOOR ELEV=546.26'
CEILING ELEV=554.26'



RES. #605 BASEMENT
FINISHED FLOOR ELEV=529.96'
CEILING ELEV=537.56'
Note: All Storage Units are L.C.E.



RES. #606 FIRST FLOOR
FINISHED FLOOR ELEV=537.30'
CEILING ELEV=545.30'



RES. #606 BASEMENT
FINISHED FLOOR ELEV=528.90'
CEILING ELEV=536.50'
Note: All Storage Units are L.C.E.

MASSMANN SURVEYING
Company of St. Louis, Inc.
I am, the undersigned, Member of the Board of Civil Engineers and Surveyors, State of Missouri, No. 000000000. I hereby certify that the above is a true and correct copy of the original as shown to me and as it truly appears in the books of the State of Missouri.
W. F. N. (Professional Engineer)
No. 000000000



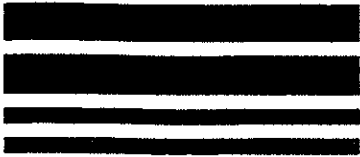
"Exhibit B"

44

(Space above reserved for Recorder of Deeds certification)

1. *Title of Document:* **Declaration of Condominium**
2. *Date of Document:* September 29, 2006
3. *Declarant(s):* Four Seasons Investment Group, LLC
4. *Grantor(s):* N/A
5. *Grantee(s):* N/A
6. *Statutory Mailing Address(s):* 107 Roy Lane
Wentzville, Missouri 63385
7. *Legal Description:* See Exhibit A to Declaration of Condominium.
8. *Reference Book and Page(s):* N/A

(If there is not sufficient space on this page for the information required, state the page reference where it is contained within the document)



* 2006100401245 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: CONDO
GRANTOR: FOUR SEASONS CHESTERFIELD ETAL
TO: TO
GRANTEE: CONDOMINIUM PLAT
PROPERTY DESCRIPTION: FOUR SEASONS CHESTERFIELD CONDOMINIUM PB 354 PG 842-843

Lien Number

Notation
X

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

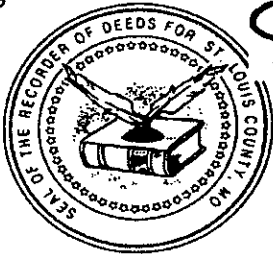
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
1,245

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 45 1/2 pages (this page inclusive), was filed for record in my office on the 4 day of October 2006 at 03:51 PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

John Reber
Deputy Recorder



Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Polsinelli Shalton Welte Suelthaus
7733 Forsyth Blvd., 12th floor
St. Louis, MO 63105
Attn: Sherry Fratlage

Destination code: M

- ___ N.P.
- ___ N.P.C
- ___ N.N.C.
- ___ N.N.I.

RECORDING FEE \$255.19
(Paid at the time of Recording)