

* 2007052500764 *

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

TYPE OF INSTRUMENT: **AMDT**
GRANTOR: **OXFORD HILL**
TO:
GRANTEE:

PROPERTY DESCRIPTION: **OXFORD HILL PLAT 1 PB 129 PG 98 W/O/P**

Lien Number	Notation X	Locator
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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

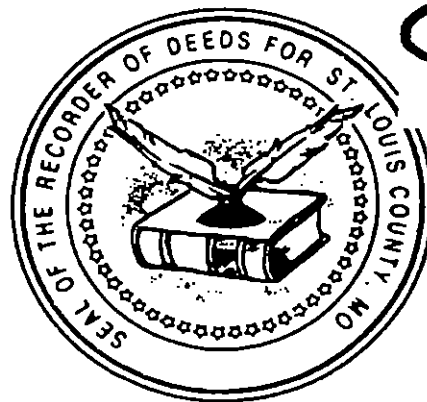
STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number 764

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 77 pages, (this page inclusive), was filed for record in my office on the 25 day of May 2007 at 10:13 AM 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.

J Glenn Reber
Deputy Recorder



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

Mail to:

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

Destination code: 87 P

RECORDING FEE **\$249.00**
(Paid at the time of Recording)

76

MISC.

(SPACE ABOVE LINE RESERVED FOR RECORDER'S USE)

File #

TITLE: Revised Declaration of Condominium and Bylaws of The Manor Condominiums at Oxford Hill

DATE: May 14, 2007

GRANTOR(S): The Manor Condominiums at Oxford Hill, Inc.

GRANTEE(S): The Owners of Units located within The Manor Condominiums at Oxford Hill by and through The Manor Condominiums at Oxford Hill, Inc.

GRANTEES' MAILING ADDRESS: The Manor Condominiums at Oxford Hill, Inc.
PO Box 37106
St. Louis, MO 63141

LEGAL DESCRIPTION: See Exhibit "A", attached to this Restated and Revised Declaration of Condominium and Bylaws of The Manor Condominiums at Oxford Hill, attached hereto

REFERENCE BOOK AND PAGE NUMBER: N/A

NON-STANDARD per RSMo 59.310

REVISED DECLARATION OF CONDOMINIUM AND BYLAWS

OF

THE MANOR CONDOMINIUMS AT OXFORD HILL

THIS REVISED DECLARATION AND BYLAWS OF THE MANOR CONDOMINIUMS AT OXFORD HILL is hereby made and executed by The Manor Condominiums at Oxford Hill, Inc., a non-profit Missouri corporation (hereinafter referred to as the "Association"), by and through its Board of Directors, replacing the Declaration Of Condominium Ownership For The Manor Condominium At Oxford Hill, dated, September 8, 1983 and recorded on September 21, 1983 in the St. Louis County Recorder of Deeds' office in Book 7538, Page 1076, and the Oxford Hill Indenture of Restrictions dated August 15, 1983 and recorded on September 21, 1983 in the St. Louis County Recorder of Deeds' office in Book 7538, Page 1039, only as the same relate to The Manor Condominiums at Oxford Hill development located in St. Louis County, State of Missouri (referred to herein as either the "Development," the "Condominium" or the "Property"), as legally described in *Exhibit "A"*, attached hereto and incorporated herein by reference.

WITNESSETH:

WHEREAS, The Manor Condominiums at Oxford Hill is a condominium development located in St. Louis County, State of Missouri, as more particularly described on the plat of the Development referenced in *Exhibit "B"*; and

WHEREAS, there is designated, established and recited on the recorded plat of the Property, the Condominium Units (as defined herein), Common Elements (as defined herein), Limited Common Elements (as defined herein) and certain easements which are for the exclusive and non-exclusive use and benefit of the Owner(s) (as defined herein) of the Unit(s) shown on said Condominium (except those streets or easements which are now or may hereafter be dedicated to public bodies and agencies) and which have been provided for the purpose of constructing, maintaining and operating utilities, retaining walls, private streets, private streetlights and sidewalks, parking spaces, an entrance monument, if any, laundry facilities, a pool and gazebo, and other facilities and public utilities for the use and benefit of the Owner or Owners of the Units shown on the plat of the Condominium; and

WHEREAS, all reservations, limitations, conditions, easements and covenants herein contained, any and all of which are hereafter termed "restrictions" are jointly and severally for the benefit of all persons who may purchase, hold, lease or own from time to time any of the Units covered by this instrument; and

WHEREAS, the Property, together with all buildings, improvements and appurtenances of whatsoever kind hereafter located thereon, including buildings divided into condominiums, and all

other facilities, is submitted to the provisions of the Uniform Condominium Act of the State of Missouri, as contained in Chapter 448 thereof, Missouri Revised Statutes, and as amended.

NOW, THEREFORE, the Property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I DEFINITIONS

The following terms, as used herein or elsewhere in any Condominium documents relating to The Manor Condominiums at Oxford Hill unless otherwise provided, are defined as:

Section 1. "Act" means the Uniform Condominium Act, Chapter 448 of the laws of the State of Missouri, 1983, and as amended.

Section 2. "Allocated Interest" means the interest of each Unit Owner in the aggregate in interest of the undivided ownership of the Common Elements and Common Expense Liability, the percentage interest attributed to each being set forth in *Exhibit "C"*, attached hereto and incorporated herein by this reference, determined on the basis of the ratio of the square footage of each Unit to the total square footage of all Units contained in the Condominium. The percentage so assigned may be changed as a result of increase or decrease in the number of Units.

Section 3. "Association" means The Manor Condominiums at Oxford Hill, Inc., which is an incorporated non-profit Missouri corporation or such other entity as subsequently authorized by the Unit Owners as provided in Section 448.3-101 of the Act.

Section 4. "Board of Directors" means the Board of Directors of the Association authorized to act on behalf of the Association.

Section 5. "Bylaws" means the Bylaws of the Association, attached hereto as *Exhibit "D"*, and incorporated herein by this reference.

Section 6. "Common Elements" means all portions of the Condominium other than the Units or Limited Common Elements, as defined in this Declaration, including but not limited to the operating utilities, retaining walls, if any, private streets, private streetlights and sidewalks, parking spaces, an entrance monument, if any, laundry facilities, the water feature, the pool and gazebo.

Section 7. "Common Expenses" means all expenditures made by or financial liabilities of the Association, together with any allocation to reserves.

Section 8. "Common Expense Liability" means that portion of the cost of maintaining, repairing and managing the Property, including the Common Elements and the Limited Common Elements, except as provided for herein, which are to be paid by each Unit Owner, the percentage

of such cost to be paid by each being the Allocated Interest attributed to each Unit. The percentage so assigned may be changed as a result of an increase or decrease in the number of Units contained in the Condominium.

Section 9. "Condominium" means real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the Owners of those portions.

Section 10. "Declaration" means this instrument by which the Property is submitted to the Act, as hereinafter provided, and as amended.

Section 11. "Limited Common Elements" means, without limitation, any and all improvements, including but not limited to reserved carport parking spaces, air conditioning units, shutters, doorsteps, stoops, roofs, porches, storage areas, if any, decks, balconies, patios and all exterior doors and windows or other fixtures designed to serve a single Unit which are not located on the inside of a Unit, together with any improvements located inside a Unit that are used by and for the benefit of more than one Unit but fewer than all Units. If any chute, flue, duct, wire, conduit, bearing wall, bearing column, mail box, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, or completely outside a Unit, and the same benefits less than all of the Units, the same is a Limited Common Element allocated solely to those Units benefiting from the same, and any portion thereof serving all of the Units or any portion of the Common Elements is a part of the Common Elements.

Section 12. "Majority of the Unit Owners" means the Owners of more than fifty percent (50%) in the aggregate of interest of all the Allocated Interests.

Section 13. "Owner" means and shall refer to the record Owner, whether one or more persons or entities, offer simple title to any Unit, which is a part of the Condominium, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 14. "Parcel" means the Property and any additional property added by subsequent amendment to the Declaration, submitted to the provisions of the Act.

Section 15. "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 16. "Plat" means each and every plat of survey of the Property and all Units in the Property submitted to the provisions of Chapter 448, Missouri Statutes, which may consist of a three-dimensional horizontal and vertical delineation of all such Units, and shall include any additional portions of the Property added by subsequent amendment.

Section 17. "Property" means all the land, property and space, all improvements and structures erected, constructed or contained therein or thereon, including the buildings located thereon and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the

provisions of the Act and described in Exhibit "A", attached hereto, as amended from time to time. The Property includes Units, Common Elements and Limited Common Elements, if any.

Section 18. "Record" means to record in the office of the Recorder of Deeds of the County of St. Louis, Missouri, wherein the Property is located.

Section 19. "Unit" means a portion of the Condominium consisting of one Unit. Each Unit is designated and delineated on the Plat, and is designated by this Declaration for separate ownership. The boundaries of each Unit, both as to vertical and horizontal planes, are shown on the Plat, are the undecorated and decorated surfaces of the perimeter walls facing the interior of the Unit, the undecorated and decorated surfaces of the ceiling facing the interior of the Unit, and the topmost surfaces of the subflooring, including, without limitation, all paneling, tiles, wall-paper, paint, finished flooring and any other materials constituting any part of the decorated surfaces thereof, and also includes all spaces, interior partitions and other fixtures and improvements within such boundaries.

Section 20. "Unit Owner" means the person or persons, individually or collectively, who have taken fee simple ownership of a Unit. A person is defined as a natural person, partnership, corporation, or other legal entity capable of holding title to real property.

Section 21. "Votes" means that each Unit shall have one (1) vote to be exercised as provided in the Declaration and Bylaws.

ARTICLE II

SUBMISSION OF THE PROPERTY TO THE ACT

Section 1. Submission. The Property, and this Declaration of The Manor Condominiums at Oxford Hill is submitted to the Act.

Section 2. Name. The Property is known as THE MANOR CONDOMINIUMS AT OXFORD HILL

Section 3. Division of Property Into Separately Owned Units. The Property is divided into separate Units with separate ownership.

Section 4. Identification of Units. The Condominium is composed of a total of One Hundred and Eleven (111) Units. Every deed, lease existing as of the date of this Declaration, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat and as set forth in this Declaration, and every such description shall be deemed good and sufficient for the purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the Owner's corresponding Allocated Interest, even though the same is not expressly mentioned or described therein. The description of each Unit shall include all rights and privileges of said Unit. Each Unit Owner shall be entitled to the Allocated Interest appertaining to his/her Unit as computed and set forth in this Declaration pursuant to Section 448.2-107 of the Act.

Section 5. Separate Ownership of Components, Lines, etc. No Unit Owner shall own any pipes, wires, conduits, public utility lines, sanitary sewer lines or structural components running through his or her Unit and serving more than his or her Unit except to the extent of his/her Allocated Interest.

Section 6. Limited Common Elements.

- (a) The Limited Common Elements, if any, serving or designed to serve each respective Unit are hereby allocated solely and exclusively to each Unit.
- (b) In addition to the Limited Common Elements as defined in Section 448.2-102 of the Act, Limited Common Elements shall also include the items set forth in Article I, Section 11, of this Declaration.

Section 7. Covenants Against Partition. As provided in Section 448.2-107.5 of the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated, is void. Nothing contained herein shall prevent partition of a Condominium between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

Section 8. Condominium Ordinances. The Condominium is not subject to any Ordinances. This statement is made pursuant to Section 448.1-106 of the Act for the purpose of providing marketable title to the Units of the Condominium.

Section 9. Location. The Condominium is located in the County of St. Louis, Missouri.

Section 10. Unit Allocations. The Allocated Interest in the Common Elements and in the Common Expenses of the Association as set forth in Exhibit "C", which is attached hereto and incorporated herein by this reference.

**ARTICLE III
COMMON ELEMENTS**

Section 1. Included in the Common Elements are:

- (a) All portions of the Condominium, including but not limited to off-street parking, private roads, the retaining walls, if any, other than the Units and Limited Common Elements;
- (b) All electrical wiring throughout the Property, except that within Units; all pipes, wires, cables and conduits throughout the Property, except that within Units; all utility installations, sanitary sewer facilities and connections for gas, sanitary sewer, electricity, light and plumbing except those within Units; all water for the Property. Any such installation exclusively serving only one Unit, whether such installation is located wholly or partially within

or outside said Unit, shall be considered as being "within" and being a part of said Unit which is exclusively served by such installation;

- (c) Any auxiliary buildings, if any, and any other structures and facilities which may at any time be situated on the Property.

The formula for determining the Allocated Interest of each Unit Owner in the Common Elements is determined on the basis of the ratio of the square footage of each Unit to the total square footage of all Units of the Condominium at any point in time.

ARTICLE IV EASEMENTS

Section 1. Encroachment. Should any part of the Common Elements encroach upon any part of a Unit, or should any part of a Unit encroach upon any part of the Common Elements or upon any other Unit, easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Unit Owner or the Common Elements, as the case may be, for as long as encroachment exists, PROVIDED, HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owners.

Section 2. Easements to Unit Owners. Perpetual easements are hereby established for all Unit Owners, their families, tenants, guests, invitees and servants, for use and enjoyment of all Common Elements, and amenities located therein or thereon. All Unit Owners have the right of ingress and egress to his or her Unit, with such right being perpetual and appurtenant to the Unit ownership. In addition thereto, each Unit Owner is hereby granted an exclusive perpetual easement to use and occupy any portion of any balcony, porch, patio, exterior doorway, or terrace which adjoins his or her Unit and to which he or she has sole access, PROVIDED, HOWEVER, that no Unit Owner shall enlarge, modify, improve, decorate or landscape any such balcony, porch, patio or terrace without the prior written consent of the Board of Directors.

Section 3. Easements in Gross. Each Unit Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in any of the other Units and serving his or her Unit. Each Unit shall be subject to an easement in favor of the Owners of other Units to use the pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in such Unit and serving other Units. The Board of Directors, its appointees, employees or agents, shall have the right of access to each Unit to inspect same and remove violations therefrom and to inspect, maintain, repair or replace the Common Elements contained wholly or partially therein. The Property shall be subject to a perpetual easement to the Association, its appointees, employees or agents, for ingress and egress to perform its obligations and duties required by this Declaration and Bylaws. Should it be necessary to enter a Unit to inspect and remove a violation or to inspect, maintain, repair or replace any Common Element, the appointees, employees or agents of the Board of Directors shall be entitled to entrance by exhibiting to the Unit Owner or occupant an order from the Board. Each Unit Owner and/occupant of a Unit shall not unreasonably interfere with such necessary entry. Forced entry, deemed necessary by the

Board of Directors, shall not subject the Board of Directors, its appointees, employees or agents to trespass, but any damage to the Unit as a result of forced entry or as a result of any repair of a Common Element from within the Unit shall be repaired by the Board of Directors as part of the Common Expense. In the event any Unit Owner or occupant shall fail to provide access to the Unit as herein provided, the Board of Directors shall (in addition to exercising other lawful remedies) obtain an order of court for such access, and the costs and reasonable attorney's fees shall be taxed against the Unit Owner or occupant.

Section 4. Utility Easements. Easements, as shown on the Plat, or as may be subsequently granted by the Board of Directors, are established and dedicated to the applicable sewer district, electric company, gas company, the local fire district, water company, phone and cable companies, and other local utility companies, and to their successors for sanitary and storm sewers, electricity, gas, water, fire, cable television and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the portions of the Common Elements. Owners assume any or all risks inherent with the existence of utility lines, including but not limited to electrical lines, over any Unit, Common Element or Limited Common Element. There exists a ten foot (10') wide utility easement for the benefit of the above-stated utility providers, running adjacent to and along both sides of all of the roads located within the Development, and adjacent to and all along the boundary of the Development.

Section 5. Road Easement. All of the roads located in the Condominium Development are private and the costs for the Association's share of maintenance expense, shall be deemed to be a Common Expense of the Association, and the Board of Directors is authorized to levy assessments against the Unit Owners to pay for said maintenance. Failure to pay for said maintenance by a Unit Owner shall subject the Unit Owner to the remedies afforded the Board of Directors of the Association under this Declaration and the By-Laws, and shall be considered a non-payment of said Owner's Common Expenses.

Section 6. Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding upon all Unit Owners, purchasers, mortgagees and other persons having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE V
UNIT OWNERS' RIGHTS AND RESTRICTIONS

The use of the Units and Common Elements are restricted as follows:

Section 1. Residential Use. Each Unit is hereby restricted to residential use.

Section 2. Ownership by Entity. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the occupants of such Unit, whether in substitution of or in addition to the persons

initially designated, except with the prior written approval of the Board of Directors. All provisions of this instrument shall apply to such designated occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby.

Section 3. Compliance with Declaration, Bylaws and Rules and Regulations. Each Unit Owner and occupant shall comply with all applicable provisions of the Act, this Declaration, the Bylaws, Declaration of Covenants, Conditions and such rules and regulations as from time to time are promulgated by the Board of Directors and the Association, as amended from time to time, and failure to comply with any such provisions and rules and regulations shall be grounds for an action by the Association, an aggrieved Unit Owner, or any person or class of persons adversely affected, for appropriate relief, including recovery of damages, injunctive relief, or both.

Section 4. Obstructions. There shall be no obstructions on any portions of the Common Elements or Limited Common Elements nor any storage in the Common Elements or Limited Common Elements without prior written consent of the Board of Directors. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or Limited Common Elements or on or about the exteriors of any building located on the Property.

Section 5. Maintenance of Condominiums. Each Unit Owner shall maintain and keep his or her Unit in good order and repair and shall do nothing which will increase the rate of insurance on the building in which his or her Unit is situated or which would be in violation of law.

Section 6. Signs, Windows, etc. No signs shall be hung or displayed or placed on any Common Element or Limited Common Elements or the inside or outside of windows, patio doors, on walls of any building or on any fences. No awning, canopy, shutter, or radio or television antenna, or satellite dish shall be affixed to or placed upon an exterior wall or roof without prior written consent of the Board of Directors.

Section 7. Animals. No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Property, except that either two (2) cats or one (1) dog or, in the alternative, two (2) caged birds may be kept as a pet in a Unit, subject to the rules and regulations of the Board of Directors and applicable law of the jurisdiction wherein Oxford Hill is located. Fish maintained in a household aquarium shall not be deemed to be "animals" as defined herein. Any pet creating a nuisance or unreasonable disturbance or noise (in the sole judgment of the Board of Directors) shall be permanently removed from the Property upon written notice from the Board of Directors. Any pet owner shall be responsible for complying with all regulations relating to pets established by the Board of Directors.

Section 8. Nuisances. No noxious or offensive activity as determined by regulations issued by the Board of Directors shall be carried on, in any Unit or in the Common Elements or Limited Common Elements, nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. In the event any Unit Owner does cause any such nuisance, and fail to remove the same within three (3) days of written notice from the Board of Directors, the Board of Directors may cause such nuisance to be removed, whether the nuisance is inside or outside of any Unit, and the cost incurred therein by the Board of Directors, shall be added to and become a part of the assessment to which such Unit Owner is subject.

Section 9. Business Use. No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property that causes any excess traffic or disturbs the other residents in any way, nor, without written authorization from the Board of Directors, shall "for sale" or "for rent" signs be displayed by any Owner or by any person, firm or corporation who had been the holder of a deed of trust against any Condominium and who has acquired ownership thereof through foreclosure, or the agent of any of them.

Section 10. Hazardous Use and Waste. Nothing shall be done to or kept in any Unit or the Common Elements or Limited Common Elements that will increase any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board of Directors. No Unit Owner or occupant shall permit anything to be done or to be kept in his or her Unit or the Common Elements or Limited Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the commitment of waste damage, abuse or destruction to or in his or her Unit or the Common Elements or Limited Common Elements.

Section 11. Rules and Regulations. In addition to the foregoing restrictions, conditions and covenants concerning the use of the Condominium, reasonable rules and regulations not in conflict therewith and supplementary thereto may be promulgated and amended from time to time by the Board of Directors or the Association, as more fully provided in the Bylaws.

Section 12. Vehicle Parking. No motorcycle, boat, trailer, recreational vehicles, commercial vehicles, off road vehicle, or other motor vehicle, except an automobile or non-commercial pick-up truck which is used as a passenger vehicle, shall be stored or parked overnight in any parking area, street, driveway or in any other place or location within the Condominium, except an enclosed garage, without the written approval of the Board. Requests for permission for such exterior storage shall be submitted in writing to the Board and approved by them, and shall include details as to the method by which such equipment will be screened from view of other Unit Owners. In the event the Board fails to approve or disapprove said request within thirty (30) days of submission, approval will not be required and this restriction shall be deemed to have been fully complied with. The Board shall have the right to have any such vehicle which is improperly parked or stored, towed away at the expense of such violator, and with no liability to the Board.

ARTICLE VI ASSESSMENTS

Section 1. Levy and Collection. The Board of Directors shall levy annual assessments, which shall be paid in monthly installments as set forth herein, and special assessments, as provided for herein, against the Units for Common Expense Liability as established in the annual budget for operation of The Manor Condominiums at Oxford Hill, Inc. Such assessments shall be a lien on the Units against which they are assessed, and if any payment thereof becomes delinquent, the lien may be foreclosed and the Unit sold, or a money judgment obtained against the persons liable therefore. The assessments and special assessments, shall be due and payable on the first (1st) day of the month in which said assessment or charge is due. If any assessment or charge is not received by the Association by the tenth (10th) day of the month in which the same are due, the

assessment or charge shall be considered delinquent, and the amount delinquent thereof, together with a late charge equal to fifteen dollars (\$15) per month and all court costs, attorney's fees, and expenses of collection or enforcement, upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Unit Owner's interest in the Condominium prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgagees, taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the Common Expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid assessment for Common Expense Liability with respect to the Unit covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. The Board of Directors shall give notice of any Unit Owner's default to the holder of this first mortgage on said Unit if such default is not cured within thirty (30) days, if said holder has requested the same in writing from the Board of Directors.

Section 2. Assessment. Each Owner, by acceptance of a Deed therefor, whether or not it shall be so expressed in such Deed, is deemed to covenant and agree to pay to the Association, based upon a percentage as provided for in Exhibit "C", attached hereto and incorporated herein by this reference, as follows:

- (a) Annual assessments or charges, established by the Board, in its sole discretion, shall be due and payable in monthly installments unless the Board directs otherwise;
- (b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided;
- (c) All assessments which are levied to pay for the cost of illuminating, maintaining, replacing, insuring and landscaping any and all entrance monument for The Manor Condominiums at Oxford Hill, located within or outside of the boundaries of the Property; and
- (d) All assessments which are levied to pay for the cost of illuminating, maintaining, repairing, replacing, insuring and landscaping all Common Elements located within the Development including but not limited to all unreserved off-street parking pads, retaining walls, if any, the water feature, pool, gazebo, laundry facilities and private sidewalks and streets until such

time as the same are accepted for dedication and maintenance, and any other facilities located within the Common Elements and those Limited Common Elements maintained by the Association (if any).

Section 3. Common Expenses Associated with Limited Common Elements or Benefiting Less Than All Units: Except for normal wear and tear, maintenance, repair or replacement of Limited Common Elements, which shall be paid by the Association out of the general Common Expense provided for above, and except as otherwise provided for herein, any Common Expense associated with the maintenance, repair or replacement of Limited Common Elements caused out of neglect or negligence, shall be assessed against the Unit or, in equal shares, to the Units that caused such neglect/negligence to the Limited Common Element. In addition, the Association may assess any Common Expense benefiting less than all of the Units against the Units benefited in proportion to their Allocated Interest.

Section 4. Reserves and Working Capital. The Board of Directors may establish an adequate reserve fund for the periodic maintenance, repair and replacement of the Common Elements and Limited Common Elements. This fund shall be maintained out of regular assessments for Common Expenses.

Section 5. Priority of Lien. Any lien of the Owner's Association for Common Expense or Limited Common Expense charges and assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the Unit.

Section 6. Prohibition of Exemption from Liability for Contribution Towards Common Expenses. No Unit Owner may exempt himself/herself from liability for his or her share of the Common Expense Liability assessed by the Association by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his or her Unit.

Section 7. Decks, Patios and Porches. No Owner may construct or cause to be constructed a deck, porch or patio in the Condominium, without first obtaining the written consent of the Board of Directors as provided for herein. The Owner requesting the improvement, shall pay for all costs and expenses incurred in the construction, in full when due so as to prevent the filing of any mechanic's liens against the Condominium. All decks, patios and porches located in the Condominium, are Limited Common Elements, however, all decks, patios and porches shall be maintained and kept clean at all times by the Unit Owner using and benefiting from the improvements. In the event said Unit Owner shall fail to maintain said deck, patio and/or porch in a manner satisfactory to the Board of Directors, the Board of Directors shall have the right and easement, through its agents and employees, to enter upon said Unit to repair, maintain, replace, restore and landscape the deck, porch and/or patio erected thereon. The cost of such exterior maintenance, together with all of the costs and expenses incurred in connection with constructing the decks, patios and porches not paid in full when due, shall be added to and become part of the assessment to which such Unit is subject, and as set forth in Section 1 in this Article VI above, said assessment, shall be due and payable on the first (1st) day of the month in which said assessment or charge is due. If any assessment or charge is not received by the Association by the tenth (10th) day of the month in which the same are due, the assessment or charge shall be considered delinquent, and the amount delinquent thereof, together with a late fee

equal to fifteen dollars (\$15) per month, and all court costs, reasonable attorney's fees, and expenses of collection or enforcement, upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Unit Owner's interest in the Condominium prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgages, taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid assessment for Common Expense Liability with respect to the Unit covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. The Board of Directors shall give notice of any Unit Owner's default to the holder of this first mortgage on said Unit if such default is not cured within thirty (30) days, if said holder has requested the same in writing from the Board of Directors.

ARTICLE VII
MANAGEMENT, MAINTENANCE, REPAIRS,
ALTERATIONS AND IMPROVEMENTS

Section 1. Common Elements and Limited Common Elements by the Association. The management, maintenance, repair, alteration and improvement of the Common Elements or Limited Common Elements shall be the responsibility of the Association, and the cost thereof shall be a Common Expense, which shall include watering, maintaining and cutting grass located on the Common Elements and shoveling and removing snow from the drives. All incidental damage caused to a Unit by any work on or to the Common Elements or Limited Common Elements done by or for the Association shall be repaired at the expense of the Association, and the cost thereof shall be a Common Expense. The Unit Owners shall maintain their own Units. In the event that the need for maintenance, repair or replacement of a Unit or the improvements thereon is caused through the willful or negligent act(s) of its Owner, or through the willful or negligent act(s) of the family, guests, invitees of the Owner of the Unit needing such maintenance, repair or replacement, the cost of the same shall be added to and become part of the assessment to which such Unit is subject. No Owner shall perform maintenance, repairs or replacements or make any improvements to any Unit or do any landscaping on any Unit which would alter the uniform appearances of the Development, without first obtaining the consent of the Board of Directors.

Section 2. Waiver of Claims. Anything herein to the contrary notwithstanding, the Association agrees that it shall make no claim against a Unit Owner or occupant, and each Unit Owner and occupant agrees that he or she shall make no claim against the Association, any member

of the Board of Directors, officers of the Association, or any employees or agents thereof, or against any manager retained by the Board of Directors or its officers, directors, employees or agents, or other Unit Owners or occupants, for any loss or damage to any of the Property, or to a Unit or personal property therein, even if caused by the act or neglect of any one or more of such persons, due to a peril insured against by casualty insurance purchased by the Association or by any Unit Owner or occupant to the extent of the insurance proceeds recovered under all such policies of insurance, and all such claims, to the extent of such recovery, are hereby waived and released, provided, however, that this waiver shall not apply to vandalism or malicious mischief and shall apply only during such time as the applicable policy or policies shall contain a clause or endorsement to the effect that any such waiver and release shall not adversely affect or impair said recovery thereunder. The Association and each Unit Owner and occupant agree that their respective insurance policies shall contain such a clause or endorsement, and each Unit Owner and occupant shall furnish evidence reasonably acceptable to the Association of the existence of such a clause or endorsement.

Section 3. Owners' Improvements. No structural improvements, fence, wall or other substantial improvements shall be commenced, erected or maintained in the Condominium, nor shall any exterior addition to or removal of all or any part thereof, or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted and approved in writing as to harmony of design with structures, abutting the proposed improvement and location in relation to surrounding structures and topography by the Board of Directors. In the event said Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. In the event plans and specifications are approved by the Board of Directors, then, in that event, the applicant shall obtain the consent of the applicable County building department, if required, prior to the commencement of work. The Owner requesting the improvement, shall pay for all costs and expenses incurred in the construction, in full when due so as to prevent the filing of any mechanic's liens against the Condominium. These improvements shall be maintained and kept clean at all times by the Unit Owner who constructed or caused to be constructed the same. In the event said Unit Owner shall fail to maintain any improvements, replacements or repairs made to the exterior of any Unit by the Unit Owner, in a manner satisfactory to the Board of Directors, the Board of Directors shall have the right and easement, through its agents and employees, to enter upon said Unit to repair, maintain, replace, restore and landscape the same. The cost of such exterior maintenance, together with all of the costs and expenses incurred in connection with constructing the improvements not paid in full when due, shall be added to and become part of the assessment to which such Unit is subject, and as set forth in Article VI, Section 1 above, said assessment, shall be due and payable on the first (1st) day of the month in which said assessment or charge is due. If any assessment or charge is not received by the Association by the tenth (10th) day of the month in which the same are due, the assessment or charge shall be considered delinquent, and the amount delinquent thereof, together with interest at the rate of nine percent (9%) per annum, a late charge equal to twenty-five percent (25%) of the amount due, and all court costs, reasonable attorney's fees, and expenses of collection or enforcement, upon the recording of notice thereof by the Board of Directors, shall be a lien upon such Unit Owner's interest in the Condominium prior to all other liens and encumbrances, recorded or unrecorded, except only first deeds of trust due to mortgagees,

taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such Unit Owner prior to pre-existing recorded encumbrances thereon, and encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded, including prior recorded deeds of trust, which by law would be a lien thereon prior to subsequently recorded encumbrances. Any encumbrancer whose lien is junior to the lien of the common expenses herein provided, may from time to time request in writing a written statement from the Board of Directors setting forth the unpaid assessment for Common Expense Liability with respect to the Unit covered by these encumbrances and unless the request is complied with within twenty (20) days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a Unit may pay any unpaid common expenses payable with respect to such Unit and upon such payment such encumbrancer shall have a lien on such Unit for the amounts paid at the same rank as the lien of his or her encumbrance. Any late charge imposed by reason of this Article may be abated in whole or in part by the Board of Directors for good cause shown. The Board of Directors shall give notice of any Unit Owner's default to the holder of this first mortgage on said Unit if such default is not cured within thirty (30) days, if said holder has requested the same in writing from the Board of Directors.

ARTICLE VIII INSURANCE

Section 1. Insurance. The Board of Directors in its own name for the use and benefit of the Unit Owners shall be required to purchase and maintain fire and extended coverage insurance policies and, if available, an "all risks endorsement" in amounts equal to the replacement value of all improvements and all personal property owned by The Manor Condominiums at Oxford Hill, Inc. (with standard Mortgage Clause in favor of mortgagees, if any); said insurance shall insure the Common Elements, Limited Common Elements, common fixtures, equipment and personalty, the Units and common property of The Manor Condominiums at Oxford Hill, Inc.; the policy of insurance shall insure members of the Board of Directors, their agents and employees and the Owners of all Units, against any liability, including medical payments, to the public or to the Owners, their invitees, tenants and any other persons who may be on the Property for any reason whatsoever, in the use of any Common Elements, the liability under which insurance shall be not less than One Million Dollars (\$1,000,000) for any one person injured, One Million Dollars (\$1,000,000) for any one accident, and Two Hundred and Fifty Thousand Dollars (\$250,000) for property damage. The Board of Directors is further authorized to purchase workers' compensation insurance any other insurance coverage in such reasonable amount as the Board of Directors shall deem desirable. Premiums for such insurance policies shall be a Common Expense Liability to be paid from the common fund. Fire and extended coverage policies shall be written in the name of the Board of Directors as trustees for each of the Unit Owners in the Allocated Interests established in this Declaration. Insurance maintained under this subsection shall cover Units with horizontal boundaries but not improvements and betterments installed by Unit Owners. Said policies shall provide a "Special Condominium Endorsement," or some other similar instrument, which provides:

- (i) a waiver of the right of subrogation against Unit Owners, individually;

- (ii) that the insurance is not prejudiced by any act or neglect of individual Unit Owners who are not in control of all Unit Owners collectively; and
- (iii) that the policy is primary in the event a Unit Owner has other insurance covering the same loss.

Section 2. Insurance Certificate. The Board of Directors, upon written request, shall issue a certificate of insurance to any Unit Owner, mortgagee or beneficiary under a deed of trust of said Unit Owner requesting the same. Said certificate shall contain the standard mortgagee clause naming the mortgage holder as an additional insured and shall contain a minimum ten (10) day cancellation notice which shall be given to the Board of Directors, each Unit Owner and each mortgagee or beneficiary under a deed of trust to whom a certificate of insurance has been issued, prior to any cancellation of said insurance. Said policy shall contain the "special condominium endorsement," which shall provide recognition of any insurance trust agreement, contain waiver of rights to subrogation against Unit Owners, provide that said insurance coverage is not to be prejudiced by any act or neglect of an individual Unit Owner or Unit Owners which is not within the control of the Unit Owners collectively and shall provide that said policy is primary in the event that any Unit Owner has coverage for the same loss. THE POLICIES, HOWEVER, SHALL NOT INSURE THE CONTENTS OF ANY UNIT OR ANY IMPROVEMENTS OR FIXTURES ADDED TO A UNIT.

Section 3. Appointment of Trustee. The Board of Directors is hereby appointed as the true and lawful insurance trustee to receive the proceeds of all fire and extended coverage insurance losses and does herewith require of the Board of Directors that the said Board, on purchasing any fire and extended coverage policy or policies, shall notify the insurance carriers in writing, to make all loss proceeds payable to the said trustee. The said trustee shall have full power and authority to adjust and collect all losses and to reimburse itself for reasonable expenses for such adjustment or collection. The trustee may, but shall not be required to, consult with the Unit Owners. The trustee shall have full power and authority to execute all documents necessary on its own behalf and on behalf of the named insureds to endorse all checks and drafts on its own behalf and on behalf of the named insureds. The trustee shall hold the insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions herein, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of the proceeds unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Property is terminated. The trustee may disburse the funds pursuant to Article IX, Section 2 (in the event the proceeds are sufficient for reconstruction), but notwithstanding the provisions thereof, the trustee shall have the right (but not the obligation) to require the funds to be disbursed only against surety bonds, completion guarantees, escrows or such other assurances as may satisfy the trustee. In the event the trustee is of the reasonable opinion that the fire and extended coverage insurance is insufficient to cover the replacement value of the insurable improvements, it may (but shall not be required to) increase the coverage and send the bill for the premium therefor to the Unit Owners as provided in this Article VIII and remit the amount of the premium to the party entitled thereto. Nothing herein contained shall impose any liability on the trustee for failing to increase the coverage or failing to increase the coverage sufficiently or for selecting any particular insurance company. The trustee shall have the right to resign or appoint a trustee as successor trustee with full power of substitution

as a successor trustee with like powers. In the event that the trustee fails to appoint a successor trustee, then the Board of Directors shall appoint said successor. All handling of insurance proceeds shall be at no expense to the trustee, except that the cost of security bonds, completion guarantees, title escrow distribution charges, if any, shall be at the expense of the Board of Directors. Under no circumstances shall the trustee be liable for any act or omission except for fraud, gross negligence or lack of reasonable and ordinary care. All insurance shall be placed with companies licensed in the State of Missouri.

ARTICLE IX
DAMAGE, DESTRUCTION, REPAIR AND TERMINATION.

Section 1. General. Any portion of the Property for which insurance is required under Article VIII, Section 1, which is damaged or destroyed shall be repaired or replaced promptly by the Association unless: (i) the Condominium is terminated; (ii) repair or replacement would be illegal under any state or local health or safety statute or ordinance; or (iii) eighty percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild pursuant to Article IX, Section 2 hereof. The cost of repair or replacement in excess of insurance proceeds and reserves shall be a Common Expense Liability. If the entire Condominium is not repaired or replaced: (i) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, and lienholders as their interests may appear; and (iii) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Allocated Interest of all Units. If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interest is automatically reallocated upon the vote as if the Unit had been condemned under Article X hereof and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Notwithstanding the provisions of this Section, Article IX, Section 2 hereof, governs the distribution of insurance proceeds if the Condominium is terminated.

Section 2. Personal Property Insurance. Each Unit Owner shall be responsible, if he or she so desires, for maintaining his or her own insurance on the contents of his or her Unit including floors, walls, ceiling covers, exterior doors and windows, cabinets and fixtures, and on any additions and improvements to the Unit, and shall be responsible for insurance on any personal property belonging to him/her, but stored elsewhere on the Property.

Section 3. Waiver of Subrogation. Each Unit Owner hereby waives and releases any and all claims which he or she may have against any other Unit Owner, the officers and members of the Board of Directors, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

Section 4. Damage Caused by Unit Owner, Not Covered by Insurance. If, due to the act or neglect of a Unit Owner, or of a member of his or her family or household pet or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board of Directors, to the extent not covered by insurance.

ARTICLE X CONDEMNATION

Section 1. Condemnation.

(a) In the event it shall become necessary for any public agency to acquire all or any part of any of the Units or the Common Elements of the Condominium for any public purpose, the Board of Directors is hereby appointed as attorney-in-fact and is hereby authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to any such public agency. Should acquisitions by eminent domain become necessary, only the Board of Directors need be made party, and monies, damage payments or condemnation award shall be held by the Board of Directors for the benefit of the Owners of the Units and their lienholders subject hereto.

(b) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his or her Unit and Allocated Interest, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Board of Directors shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Subsection is thereafter a Common Element.

(c) Except as provided in Subsection (b) of this Section, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner and their lienholders, as their interests may appear, for the reduction in value of the Unit and its Allocated Interest, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, (i) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the Declaration, and (ii) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced Allocated Interests.

**ARTICLE XI
AMENDMENTS**

Section 1. Amendments. The Unit Owners may modify and amend this Declaration and Bylaws by satisfying Section 448.2-117 of the Act. The consent of Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated shall be required to amend any provisions of this Declaration, the Association's By-laws and other equivalent documents of the Condominium. An amendment to the Declaration shall be effective only after recordation of the same in the St. Louis County Recorder of Deeds' office.

**ARTICLE XII
RECREATION FACILITIES**

Section 1. Rules and Regulations. The Board of Directors may make such reasonable rules and regulations as the Board of Directors may determine pertaining to the use of recreation facilities, if any, including the right to admit non-residents as guests on a fee basis and including the matters of safety, deportment, dress, hours, children, pets and disciplining measures against unruly members, guests and children. The Board of Directors may bring such legal actions as it may deem appropriate against persons violating its rules and regulations and, upon the Board of Directors prevailing, the costs and attorney's fees shall be taxed against such party.

**ARTICLE XIII
GENERAL PROVISIONS**

Section 1. Captions. The captions of the various Articles and Sections are for purposes of reference only and are not deemed to have any substantive effect.

Section 2. Manner of Giving Notice. Notices required to be given to the Board of Directors may be delivered to any member of the Board either personally or by certified mail addressed to such member or officer at his or her Unit, return receipt requested.

Section 3. Notice in Event of Death. Notices required to be given any devisee or personal representative of a deceased Unit Owner may be delivered either personally or by certified mail, return receipt requested, to such party at his or her or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

Section 4. Acceptance by Grantee. Each owner and all subsequent owners, accept the terms of this Declaration subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any

time any interest or estate in said property and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

Section 5. No Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 6. Saving Clause. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

Section 7. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development and operation of a first class Condominium development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule against Perpetuities and is not subject to Section 448.2-103(2) of the Act, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri law or for the life or lives in being plus twenty-one (21) years and ten (10) months thereafter. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

Section 8. Bonds. Before any Unit Owner shall become a member of and serve on the Board of Directors, he or she shall be able to be bonded. The Board of Directors shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all Unit Owners in an amount not less than the estimated maximum of funds, including reserve funds in the custody of the Board of Directors at any given time during the term of each bond. The bond shall be written only by a bonding company approved to write fidelity bonds for Executors, Personal Representatives and Administrators by the St. Louis County Probate Court. The cost of premiums for such blanket bond shall be paid out of the common funds of this Condominium as a general charge and shall not be borne by the individual members of the Board of Directors. The bond shall contain waiver of all defenses based upon the exclusion of persons serving without compensation from the definition "employee" or similar terms or expressions. The bond shall provide that it may not be canceled or substantially modified (including cancellation for non-payment of premium) without ten (10) days prior written notice to Board of Directors.

Section 9. Operative Effect. This Declaration shall be of full force and effect upon the recordation in the office of the County of St. Louis, Missouri, Recorder of Deeds.

Section 10. No Lease of Unit. No Unit may be leased for any reason. Leases of Units that exist as of the date of this Declaration shall be allowed to continue to run through the then current term. Thereafter, unless otherwise approved by the Board, the existing lease shall not be renewed and the Unit is thereafter prohibited from being leased further.

IN WITNESS WHEREOF, the Association has executed this Declaration this 14th day of May, 2007.

Frank Friedman, Director

Malcolm Wittels, Director

Jim Barbier, Director

Niki Nymark, Director

Helen McLaughlin, Director

Frances P. Solomon, Director

Ruth Dreckshage, Director

Mary Alice Ash, Director

Jordan Pitler, Director

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

On this 14th day of May, in the year 2007, before me appeared Frank Friedman, Malcolm Wittels, Ruth Dreckshage, Jordan Pitler, Mary Alice Ash, Frances P. Solomon, Helen McLaughlin, Niki Nymark and Jim Barbier to me personally known, who, being by me duly sworn, did each duly say that he or she is a Board Member of The Manor Condominiums at Oxford Hill, Inc. and that said instrument was signed on behalf of The Manor Condominiums at Oxford Hill, Inc. and they acknowledged said instrument to be the free act and deed of The Manor Condominiums at Oxford Hill, Inc.

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

Carol S. Pate
Notary Public

My Commission expires:
4503420

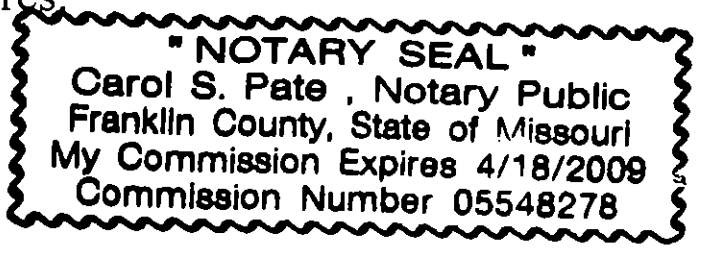


EXHIBIT A

A tract of land being part of "Oxford Hill Plat One", a subdivision recorded in Plat Book 129 Pages 98 - 99, of the St. Louis County Records and part of "Oxford Hill Plat Four", a subdivision recorded in Plat Book 138 Pages 6 - 7 of the St. Louis County Records, in township 46 North-Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the Northwest corner of the aforementioned "Oxford Hill Plat Four," Thence East along the North Line of "Oxford Hill Plat Four", South 89 degrees 24 minutes 00 seconds East 230 feet, thence leaving said North Line South 00 degrees 36 minutes 00 seconds West 33.49 feet, thence South 43 degrees 26 minutes 35 seconds East 60.39 feet to a point in the centerline of a 20 foot wide drive easement, thence east along said centerline the following: North 36 degrees 14 minutes 27 seconds East 6.90 feet, along a curve to the right having a radius of 75 feet, a distance of 71.16 feet, South 89 degrees 24 minutes 00 seconds East 127.91 feet, along a curve to the right having a radius of 100 feet, a distance of 68.83 feet, South 49 degrees 57 minutes 47 seconds East 61 feet to a point in the centerline of a 20 foot wide drive easement, thence South along said centerline the following: along a curve to the left whose radius point bears South 49 degrees 57 minutes 47 seconds East 490 feet from the last mentioned point, a distance of 93.20 feet, along a curve to the left whose radius point bears South 60 degrees 51 minutes 41 seconds East 100 feet from the last mentioned point, a distance of 60.12 feet, South 05 degrees 18 minutes 30 seconds East 97.16 feet to a point in the North Line of Oxford Hill Drive, thence West along said North Line the following: Along a curve to the left whose radius point bears South 05 degrees 18 minutes 30 seconds East 190 feet from the last mentioned point, a distance of 10.36 feet, along a curve to the left whose radius point bears South 08 degrees 26 minutes 01 seconds East 325 feet from the last mentioned point, a distance of 265.79 feet, along a curve to the right whose radius point bears North 55 degrees 17 minutes 27 seconds West 140 feet from the last mentioned point, a distance of 148.50 feet, North 84 degrees 30 minutes 59 seconds West 147.79 feet, along a curve to the right having a radius of 20 feet, a distance of 29.70 feet, to a point in the East Line of Guelbreth Lane, thence North along said East Line, North 00 degrees 35 minutes 00 seconds East 501.94 feet to the point of beginning and containing 5.2653 acres more or less.

BOOK : 17560 - PAGE : 597

EXHIBIT "B"

All of the Property legally described on the Plat of The Manor Condominiums at Oxford Hill, Inc., as recorded on September 21, 1983, Daily No. 26, in Plat Book 222, Page 512-13 in the St. Louis County Recorder of Deeds' office.

EXHIBIT C

THE MANOR CONDOMINIUMS AT OXFORD HILL
PERCENTAGE OF OWNERSHIP INTEREST

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 2, Unit 1	.876041
Bldg. 2, Unit 2	.977365
Bldg. 2, Unit 3	.876041
Bldg. 2, Unit 4	.876041
Bldg. 2, Unit 5	.876041
Bldg. 2, Unit 6	.876041
Bldg. 2, Unit 7	.876041
Bldg. 2, Unit 8	.977365
Bldg. 2, Unit 9	.876041
Bldg. 2, Unit 10	.977365
Bldg. 2, Unit 11	.876041
Bldg. 2, Unit 12	.876041
Bldg. 2, Unit 13	.876041
Bldg. 2, Unit 14	.876041
Bldg. 2, Unit 15	.876041
Bldg. 2, Unit 16	.977365
Bldg. 2, Unit 17	.876041
Bldg. 2, Unit 18	.977365
Bldg. 2, Unit 19	.876041
Bldg. 2, Unit 20	.876041
Bldg. 2, Unit 21	.876041
Bldg. 2, Unit 22	.876041
Bldg. 2, Unit 23	.876041
Bldg. 2, Unit 24	.977365
Bldg. 3, Unit 1	.876041
Bldg. 3, Unit 2	.977365

EXHIBIT C (continued)

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 3, Unit 3	.876041
Bldg. 3, Unit 4	.876041
Bldg. 3, Unit 5	.876041
Bldg. 3, Unit 6	.876041
Bldg. 3, Unit 7	.876041
Bldg. 3, Unit 8	.977365
Bldg. 3, Unit 9	.876041
Bldg. 3, Unit 10	.977365
Bldg. 3, Unit 11	.876041
Bldg. 3, Unit 12	.876041
Bldg. 3, Unit 13	.876041
Bldg. 3, Unit 14	.876041
Bldg. 3, Unit 15	.876041
Bldg. 3, Unit 16	.977365
Bldg. 3, Unit 17	.876041
Bldg. 3, Unit 18	.977365
Bldg. 3, Unit 19	.876041
Bldg. 3, Unit 20	.876041
Bldg. 3, Unit 22	.876041
Bldg. 3, Unit 23	1.752082
Bldg. 3, Unit 24	.977365
Bldg. 4, Unit 1	.977365
Bldg. 4, Unit 2	.977365
Bldg. 4, Unit 3	.715113
Bldg. 4, Unit 4	.876041
Bldg. 4, Unit 5	.715113
Bldg. 4, Unit 6	.876041
Bldg. 4, Unit 7	.977365

EXHIBIT C (continued)

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 4, Unit 8	.977365
Bldg. 4, Unit 9	.977365
Bldg. 4, Unit 10	.977365
Bldg. 4, Unit 11	.715113
Bldg. 4, Unit 12	.876041
Bldg. 4, Unit 13	.715113
Bldg. 4, Unit 14	.876041
Bldg. 4, Unit 15	.977365
Bldg. 4, Unit 16	.977365
Bldg. 4, Unit 17	.977365
Bldg. 4, Unit 18	.977365
Bldg. 4, Unit 19	.715113
Bldg. 4, Unit 20	.876041
Bldg. 4, Unit 21	.715113
Bldg. 4, Unit 22	.876041
Bldg. 4, Unit 23	.977365
Bldg. 4, Unit 24	.977365
Bldg. 4, Unit 25	.977365
Bldg. 4, Unit 26	.977365
Bldg. 4, Unit 27	.715113
Bldg. 4, Unit 28	.876041
Bldg. 4, Unit 29	.715113
Bldg. 4, Unit 30	.876041
Bldg. 4, Unit 31	.977365
Bldg. 4, Unit 32	.977365
Bldg. 5, Unit 1	.977365
Bldg. 5, Unit 2	.977365
Bldg. 5, Unit 3	.715113
Bldg. 5, Unit 4	.876041

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EXHIBIT C (continued)

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 5, Unit 5	.715113
Bldg. 5, Unit 6	.876041
Bldg. 5, Unit 7	.977365
Bldg. 5, Unit 8	.977365
Bldg. 5, Unit 9	.977365
Bldg. 5, Unit 10	.977365
Bldg. 5, Unit 11	.715113
Bldg. 5, Unit 12	.876041
Bldg. 5, Unit 13	.715113
Bldg. 5, Unit 14	.876041
Bldg. 5, Unit 15	.977365
Bldg. 5, Unit 16	.977365
Bldg. 5, Unit 17	.977365
Bldg. 5, Unit 18	.977365
Bldg. 5, Unit 19	.715113
Bldg. 5, Unit 20	.876041
Bldg. 5, Unit 21	.715113
Bldg. 5, Unit 22	.876041
Bldg. 5, Unit 23	.977365
Bldg. 5, Unit 24	.977365
Bldg. 5, Unit 25	.977365
Bldg. 5, Unit 26	.977365
Bldg. 5, Unit 27	.715113
Bldg. 5, Unit 28	.876041
Bldg. 5, Unit 29	.715113
Bldg. 5, Unit 30	.876041
Bldg. 5, Unit 31	.977365
Bldg. 5, Unit 32	<u>.977365</u>
	<u>100.000000</u>

FIRST AMENDMENT TO THE BYLAWS
OF THE MANOR CONDOMINIUM AT OXFORD HILL, INC.

This First Amendment (the "First Amendment") to the Bylaws of The Manor Condominium at Oxford Hill, Inc., is made and entered into this 14 day of May, 2007, by The Manor Condominium at Oxford Hill, Inc., a Missouri nonprofit association (the "Association"), as authorized by a Majority of the Unit Owners of Condominiums in The Manor Condominium at Oxford Hill (the "Majority of Unit Owners").

WITNESSETH:

WHEREAS, there is a certain Bylaws of The Manor Condominium at Oxford Hill, Inc., (the "Bylaws") recorded with the St. Louis County Recorder of Deeds' Office in Book 7538, Page 1114 on September 21, 1983; and

WHEREAS, pursuant to Article VII of the Bylaws, the Bylaws may be amended by approval of a Majority of Unit Owners; and

WHEREAS, a Majority of Unit Owners desire to amend the Bylaws as set forth in this First Amendment below.

NOW, THEREFORE, the Association, by and through its Board of Directors and as authorized by the approval of a Majority of the Unit Owners, does hereby declare and amend the Bylaws as follows:

1. All references in the Bylaws to "Board of Managers" shall be deleted and "Board of Directors" shall be inserted in lieu thereof.
2. The Bylaws are hereby amended by deleting the last sentence from Article I, Section 2 of the Bylaws.

3. The Bylaws are hereby amended by deleting the second sentence from Article I, Section 3 of the Bylaws and inserting in lieu thereof the following:

An annual meeting of the Unit Owners shall be held each year on a date in the month of April, and at a time and location that is convenient with the Board. The Board shall specify such date, time and location in a written notice of such a meeting sent to all of the Unit Owners at least thirty (30) days prior to the date of such meeting.

4. The Bylaws are hereby amended by deleting the last sentence of Article I, Section 4 of the Bylaws.

5. The Bylaws are hereby amended by deleting Article I, Section 5 of the Bylaws and inserting in lieu thereof the following:

In all elections for members to the Board of Directors, each Unit Owner shall be entitled to vote as provided for in this Article I, Section 4, above.

6. The Bylaws are hereby amended by deleting Article I, Section 6 of the Bylaws and inserting in lieu thereof the following:

A quorum at meetings of the members of the Association shall consist of members present, in person or by proxy, representing at least thirty percent (30%) of the total votes in the Association.

7. The Bylaws are hereby amended by deleting a portion of Article II, Section 1 of the Bylaws beginning on the eleventh (11th) line down with the sentence that states "The ninth (9th) Director shall be elected by the Unit . . ." and the remaining portion of this Article II, Section 1, and inserting in lieu thereof the following:

At the annual meeting in April, 2007, and at every fourth (4th) annual meeting thereafter, the ninth (9th) Director shall be elected by the Unit Owners in Building 10358 Chimney Rock Drive; at the annual meeting in April, 2008, and at every fourth (4th) annual meeting thereafter, the ninth (9th) Director shall be elected by the Unit Owners in Building 10374 Chimney Rock Drive; at the annual meeting in April, 2009, and at every fourth (4th) annual meeting thereafter, the ninth (9th) Director shall be elected by the Unit Owners in Building 10381 Oxford Hill Drive; at the annual meeting in April, 2010, and at every fourth (4th) annual meeting thereafter, the ninth (9th) Director shall be elected by the Unit Owners in Building

10367 Oxford Hill Drive. Each Director shall hold office for the term of one (1) year, and until a successor Director is duly elected as provided herein.

8. The Bylaws are hereby amended by deleting Article II, Section 5 of the Bylaws and inserting in lieu thereof the following:

Any Director may be removed from office by the vote of at least a Majority of the votes of all Unit Owners of the Building to which such Director represents.

9. The Bylaws are hereby amended by deleting the last paragraph in Article II, Section 7 of the Bylaws.

10. The Bylaws are hereby amended by deleting "ninety (90)" from the fourth (4th) line down in Article IV, Section 2 of the Bylaws and inserting in lieu thereof "one hundred and twenty (120)".

11. The Bylaws are hereby amended by deleting the terms of Section 3 of Article IV of the Bylaws and inserting in lieu thereof "Intentionally deleted".

12. The Bylaws are hereby amended by deleting "ninety (90)" from the first (1st) line down in Article IV, Section 4 of the Bylaws and inserting in lieu thereof "one hundred and twenty (120)".

13. The Bylaws are hereby amended by deleting the terms of Article IV, Section 7 of the Bylaws and inserting in lieu thereof "Intentionally deleted".

14. The Bylaws are hereby amended by deleting Article V, Section 1 of the Bylaws and inserting in lieu thereof the following:

Each Unit is restricted to residential use. Limited business activities may occur in a Unit so long as any such business activities do not interfere with or cause any nuisance to any other Unit Owner. If any such business activity does interfere or cause a nuisance to any other Unit Owner, such business activity shall immediately cease upon written notice of termination of business activity from the Board. Further restrictions of use of the Units are as set forth herein below and in the Revised Declaration of Condominium and Bylaws of The Manor Condominiums at Oxford Hill (the "Declaration"), which Declaration has been

prepared simultaneously with this First Amendment, and which Declaration is to be recorded in the St. Louis County Recorder of Deeds' office.

15. The Bylaws are hereby amended by deleting the terms of Article V Section 7 of the Bylaws and inserting in lieu thereof "Intentionally deleted".

16. The Bylaws are hereby amended by deleting Article VII of the Bylaws, and inserting in lieu thereof the following:

These Bylaws may be amended or modified from time to time by a vote of approval from a Majority of the Unit Owners. Such amendment shall be recorded in the office of the Recorder of Deeds of St. Louis County, Missouri.

17. The Bylaws are hereby amended by adding a new Article VIII, which reads as follows:

Article VIII
Conflicting Terms

In the event any of the terms contained in the Bylaws or in the First Amendment to the Bylaws conflict with the terms set forth in the Declaration, the terms set forth in the Declaration shall control.

18. The Bylaws, as amended hereby in this First Amendment, are hereby restated and ratified in all respects and shall remain in full force and effect.

IN WITNESS WHEREOF, the Association, by and through its Board of Directors and as authorized by the approval of a Majority of the Unit Owners, has executed this First Amendment to the Bylaws as of the day and year first above written.

THE MANOR CONDOMINIUMS AT OXFORD HILL, INC.,
A Missouri non-profit corporation

Frank Friedman, Director

Malcolm Wittels

Malcolm Wittels, Director

Jim Barbier

Jim Barbier, Director

Niki Nymark

Niki Nymark, Director

Helen McLaughlin

Helen McLaughlin, Director

Frances P. Solomon

Frances P. Solomon, Director

Ruth Dreckshage

Ruth Dreckshage, Director

Mary Alice Ash

Mary Alice Ash, Director

Jordan Pitler

Jordan Pitler, Director

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

On this 14th day of May in the year 2007, before me appeared Frank Friedman, Malcolm Wittels, Ruth Dreckshage, Jordan Pitler, Mary Alice Ash, Frances P. Solomon, Helen McLaughlin, Niki Nymark and Jim Barbier to me personally known, who, being by me duly sworn, did each duly say that he or she is a Board Member of The Manor Condominiums at Oxford Hill, Inc. and that said instrument was signed on behalf of The Manor Condominiums at Oxford Hill, Inc. and they acknowledged said instrument to be the free act and deed of The Manor Condominiums at Oxford Hill, Inc.

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

Carol S. Pate
Notary Public

My Commission expires:
4503420

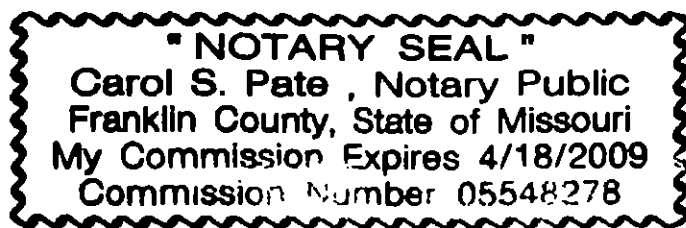


EXHIBIT D
BY-LAWS
OF
THE MANOR CONDOMINIUMS AT OXFORD HILL, INC.

ARTICLE I
MEMBERS
(UNIT OWNERS)

Section 1. The members of THE MANOR CONDOMINIUMS AT OXFORD HILL, INC., a not-for-profit corporation organized under the provisions of The General Not for Profit Corporation Law of the State of Missouri, Chapter 355, Missouri Revised Statutes (1978) [which corporation is hereinafter called the "Association"], shall consist of the respective Unit Owners of the Property located at 10374 Chimney Rock Drive, 10381 Oxford Hill Drive, 10367 Oxford Hill Drive and 10358 Chimney Rock Drive, St. Louis, Missouri 63141, in accordance with the respective percentages of ownership interest in the Common Elements owned by the respective Unit Owners, as said defined terms and all other defined terms used in these By-laws are defined in the Declaration of Condominium Ownership (the "Declaration") for THE MANOR CONDOMINIUMS AT OXFORD HILL, which Declaration is recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, and appended to which Declaration as Exhibit "D" thereto is a copy of these By-laws. (The words "member" or "members" as used in these By-laws under The General Not for Profit Corporation Law of the State of Missouri, mean and shall refer to a "Unit Owner" or the "Unit Owners", as the case may be, referred to in the Declaration and the Act).

Section 2. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his Unit Ownership, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such Unit Ownership. The Association may issue certificates evidencing membership therein.

Section 3. Meetings of Unit Owners shall be held on the Property or at such other place in St. Louis County, Missouri as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held on April 1 of each year (the first annual meeting being the April 1 immediately following the date of incorporation of the Association), at 7:00 P.M., Central Standard Time or at such other date or hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the President or by a majority of the Board of Directors, or by Unit Owners having at least one-fourth of the votes entitled to be cast at such meeting.

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Section 4. ~~The aggregate~~ number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Developer may exercise the voting rights with respect to unsold Unit Ownerships while owned by the Developer.

Section 5. In all elections for members to the Board of Directors (referred to in the Declaration and in the Act as the "Board of Managers", but referred to as the "board of directors" in The General Not for Profit Corporation Law of the State of Missouri, and sometimes referred to herein as the "Board" or the "Board of Managers"), each Unit Owner shall be entitled to vote on a cumulative voting basis.

Section 6. ^(as provided herein) A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a Majority of the votes entitled to be cast at such meeting.

MAJ of votes = quorum

ARTICLE II
BOARD OF DIRECTORS
(BOARD OF MANAGERS)

Section 1. The Board of ^{Directors} Managers of the Association shall consist of nine (9) Directors who shall each be elected at each annual meeting of the Unit Owners in accordance with this Section 1 of Article II. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board. Two (2) Directors shall be elected by the Unit Owners in Building 10374, two (2) Directors shall be elected by the Unit Owners in Building 10381, two (2) Directors shall be elected by the Unit Owners in Building 10367 and two (2) Directors shall be elected by the Unit Owners in Building 10358. The ninth (9th) Director shall be elected by the Unit Owners in Building 10374 at the first (1st) annual meeting and at each fourth (4th) annual meeting occurring thereafter, by the Unit Owners in Building 10381 at the second (2nd) annual meeting and at each fourth (4th) annual meeting occurring thereafter, by the Unit Owners in Building 10367 at the third (3rd) annual meeting and at each fourth (4th) annual meeting occurring thereafter, and by the Unit Owners in Building 10358 at the fourth (4th) annual meeting and at each fourth (4th) annual meeting occurring thereafter; provided, however, that ^{the Developer may designate said ninth (9th) Director up to and including such time as all Unit Ownerships have been sold by the Developer.} ~~The first Board named in the Articles of Incorporation~~ of the Association shall hold office until the earlier of sixty (60) days after the sale by the Developer of seventy-five percent (75%) of the Unit Ownerships or three (3) years after the Recording of the Declaration; provided, however, that the Developer may designate one (1) member of the Board until all Unit Ownerships have been sold. Subject to the foregoing, each Director shall hold office for the term of one (1) year and until his successor shall be duly elected and qualified.

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Section 2. Each Director shall be a Unit Owner (or the spouse of a Unit Owner or, if a Unit Owner is a corporation, partnership or trust, a Director may be an officer, partner, trustee or beneficiary of such Unit Owner) in the Building whose Unit Owners he or she represents, except for the Directors nominated or designated by the Developer. If a Director shall cease to meet the foregoing qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. The Unit Owners may not alter the number of persons on the Board or the manner in which the Directors are chosen. Any vacancy occurring on the Board shall be filled by election by the Unit Owners from the appropriate Building at the next annual meeting or at a special meeting of Unit Owners called for such purpose.

Section 4. An annual meeting of the Board shall be held immediately following the annual meeting of Unit Owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Anything herein contained to the contrary notwithstanding, the presence of a Director at any meeting shall be deemed to waive the requirements for the giving of notice of such meeting to such Director.

Section 5. Except for members of the first Board of Directors named in the Articles of Incorporation of the Association and the Director, if any, designated by the Developer pursuant to Section 1 hereof, any Director may be removed from office by the vote of at least two-thirds of the votes of all Unit Owners of the Building which such Director represents. *Amend
direct
(a majority)*

Section 6. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted at a meeting of the Unit Owners. Out-of-pocket costs necessarily incurred, such as stationery, postage or other similar items, may be appropriately advanced or reimbursed to Directors. Nothing herein contained shall prohibit the Board from hiring or retaining and compensating a Director for any proper purpose in some capacity other than that of Director, provided that such retention and compensation shall be on reasonably competitive terms.

Section 7. The Board shall have the following powers and duties:

- (a) To elect the officers of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and of the Property;
- (c) To engage the services of a Manager who shall manage and operate the Property and the Common

Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property, Common Elements, Limited Common Elements (where applicable), laundry facilities and Recreational Facilities, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements (where applicable), and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Manager;

(g) To provide for the designation, hiring and removal of employees and other personnel, including attorneys and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property, Common Elements and Limited Common Elements (where applicable), and to delegate any such powers to the Manager (and any such other employees or personnel who may be the employees of the Manager), as hereinafter provided and as is provided in the Declaration;

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided and as provided in the Declaration;

(i) To comply with the instructions of a Majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(j) To cast the votes of the Unit Owners at elections held by the Trustees pursuant to the Indenture;

(k) To exercise all other powers and duties of the Board or Unit Owners as a group referred to in the Act, and all powers and duties of a board of directors referred to in The General Not for Profit Corporation Law of the State of Missouri, and all powers and duties of a Board of Managers or a Board of Directors referred to in the Declaration or these By-laws.

Anything herein or in the Declaration contained to the contrary notwithstanding, until the organization of the Board, all rights, titles, powers, privileges, trusts, duties and

obligations vested in and imposed upon the Board shall be vested in and imposed upon the Developer, notwithstanding the fact that such organization shall not then have been accomplished.

ARTICLE III
OFFICERS

Section 1. The following officers of the Association shall be elected by the Board at the initial Board meeting and at each annual meeting thereafter:

(a) A President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) A Vice-President, who shall be a Director and who shall, in the absence of or in the case of the disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Manager;

(d) A Treasurer, who shall keep the financial records and books of account, and who may be a representative of the Manager, and

(e) Such additional officers as the Board may, from time to time, deem necessary or appropriate in the exercise of its functions.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may determine.

Section 3. Each officer shall hold office for the term of one (1) year and until his successor shall have been duly elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners. Reasonable out-of-pocket costs and expenses necessarily incurred, such as stationery, postage or other similar items, may be appropriately advanced or reimbursed to officers. Nothing herein contained shall prohibit the Board from hiring or retaining and compensating an officer for any proper purpose in some capacity other than that of an officer, provided that such retention and compensation shall be on reasonably competitive terms.

ARTICLE IV
ASSESSMENTS

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, including, without limitation, Indenture Assessments, Special Expenses and the Common Expenses Reserve Fund, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, snow removal, insurance, fuel, power and other common utilities, management fees and other Common Expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry facilities and other Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

①
Section 2. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of all Common Expenses, (except Indenture Assessments, plus each Unit Owner's equal Indenture Assessment as provided in the Declaration for such year as shown by the annual budget. Except for the Indenture Assessments, which will be equal for all Unit Owners, such proportionate share for each Unit Owner shall be in accordance with his respective percentage ownership interest in the Common Elements as set forth in Exhibit "C" to the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first (1st) day of each month to the Manager or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment for Common Expenses by abandoning or not using his Unit or the Common Elements.

Section 3. Each Unit Owner other than the Developer shall pay, commencing with the respective closing dates of purchase of their respective Unit Ownerships, as their

respective monthly assessments for the Common Expenses, one-twelfth (1/12) of the estimated annual budget for the first fiscal year, as estimated by the Manager and approved by the Board, multiplied by their respective percentages of ownership interest in the Common Elements. Assessments for fractions of a month shall be pro-rated. Until said commencement of the first fiscal year of the Association, the Developer shall pay, with respect to all unsold Unit Ownerships owned by the Developer, the excess of: (a) the actual amount of operating expenses from time to time required to be paid for the operation of the Property for said period, over (b) the aggregate amount of the monthly assessments from time to time payable for said period determined as hereinabove provided in this Section 3 for Unit Owners other than the Developer. Commencing with the first fiscal year of the Association, the monthly assessments to be paid by the Developer as the Unit Owner of any Unit Ownerships remaining unsold shall be determined in the same manner as provided for other Unit Owners herein. All income and revenues derived from the Property by the Developer until the earlier of sixty (60) days after the sale by the Developer of seventy-five percent (75%) of the Unit Ownerships or three (3) years after the date of the Recording of the Declaration shall be the sole property of the Developer.

Section 4. Within ninety ⁹⁰ days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of such Unit Owner's account from time to time. Upon ten (10) days' notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. Said supplemental assessment shall become effective commencing with the monthly assessment which is due next following the delivery or mailing of such supplemental budget.

Section 7. At the time each Unit Ownership is first purchased from the Developer, the purchasing Unit Owner shall pay to the Manager, or as otherwise directed by the Board, an

amount equal to three (3) times the first full monthly assessment for such Unit Owner, which amount shall be used and applied to the Common Expenses Reserve Fund. The amounts so paid by Unit Owners for the Common Expenses Reserve Fund, together with amounts paid from time to time by Unit Owners for monthly assessments, supplemental assessments and Special Expenses shall be held and used and applied from time to time for the payment of Common Expenses as and when needed. All such amounts from time to time on hand and unexpended shall be treated as if they are part of the Common Elements and shall be owned in common by the Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements.

Section 8. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership interest in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any applicable Special Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property and his Unit Ownership, and such Unit Owner shall relinquish all voting rights in the Association until the time all delinquent assessments (plus interest allowed by law) are paid. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-laws, or as otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 9. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses and applicable Special Expenses incurred, and such records and the vouchers authorizing the payments of such Common Expenses and Special Expenses shall be available for examination by the Unit Owners at convenient hours during business days. Such payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V
USE AND OCCUPANCY RESTRICTIONS

Section 1. Each Unit shall be used for single-family residential purposes, and for no other purpose, by the Unit Owner ~~and his family~~, or by the person or persons to whom the Unit Owner shall have leased his Unit Ownership, subject to the provisions with respect to leasing contained in the Declaration. No business activities shall be carried on in any Unit; provided, however, nothing herein contained shall prohibit the Developer (and its successor or mortgage lenders by way of substitution) from utilizing any Unit for display or rental purposes prior to the sale of such Unit Ownership.

Section 2. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the Unit Owners, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner, and for such other purposes which

are incidental to the residential use of the respective Units; provided, however, the parking areas, Manager's office, recreational areas and other special areas shall be used for such purposes as approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, Limited Common Elements or any portion thereof.

Section 3. No animals shall be raised or kept in any Unit except for dogs, cats or other household pets of a Unit Owner, provided that such household pets: (a) shall not be kept for any commercial purposes; (b) shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board; and (c) shall not, in the sole judgment of the Board, constitute a nuisance to others.

Section 4. No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the sole judgment of the Board cause unreasonable noise or disturbance to others.

Section 5. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the rate, or cause the cancellation of, insurance on other Units or on the Common Elements or Limited Common Elements. No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles on his balcony or porches or outside his Unit or at or on any other space which may be visible through his windows from the outside of the particular Building (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning or outside radio or television antenna or other equipment, fixtures or items of any kind, without the prior written permission of the Board or Manager.

Section 6. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner in the incinerator located on the Property or as otherwise prescribed from time to time in administrative rules and regulations of the Board.

Section 7. Until all Unit Ownerships have been sold by the Developer and the Units occupied by the purchasers thereof, the Developer may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and may maintain a sales office and customary signs in connection therewith.

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Section 8. The Common Elements shall not be damaged by any Unit Owner, whether from within or outside of his respective Unit, nor shall any Unit Owner cause damage to other Units, whether by himself or by members of his immediate family, guests or other authorized occupants or visitors of such Unit Owner.

Section 9. Articles of personal property belonging to any Unit Owner (such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles) shall not be stored or kept in or upon the Common Elements.

Section 10. No Unit Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause (in the judgment of the Board) an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to any plumbing system or any air-conditioning or heating system which is part of the Limited Common Elements or serves the Common Elements without the prior written consent of the Association, Board or Manager.

ARTICLE VI
GENERAL POWERS OF THE BOARD

In fulfilling its purposes set forth in the Declaration, the Board and its officers, as appropriate, shall have the general powers, duties and responsibilities described in the Declaration. The expenses incurred by the Board in exercising such general powers and fulfilling such duties and responsibilities shall be borne by the Unit Owners as provided in the Declaration and these By-laws. The Board is hereby expressly given authority to engage the services of a Manager.

ARTICLE VII
AMENDMENTS

These By-laws may be amended or modified from time to time by action or approval of a Majority of the Unit Owners; provided, however, in those instances where the Declaration provides that a greater percentage of votes of the Unit Owners is required or where consent is required to be obtained from eligible first lien holders, the Declaration shall govern and, further, provided that By-laws affecting the Developer shall not be amended or modified without the written consent of the Developer for a period of two (2) years after the Recording of the Declaration. Such amendments shall be Recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Adopted this _____ day of _____, 19__.

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F I L E D

SEP 21 1983

SEP 21 1983
O'clock
W.M. E. FAUKE
RECORDER OF DEEDS

17 26

STATE OF MISSOURI } ss.
County of St. Louis

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office on the 21 day of Sept AD. 1983 at 953 o'clock PM and is truly recorded in Book 7538 Page 1076
Witness my hand and official seal on the day and year aforesaid.

Wm E. Fauke

Recorder of Deeds

By *M King*
Deputy Recorder

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Leonard Anita Korman Unit Number # 1
Signature

LEONARD ANITA KORMAN Building 10358
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Samuella Sanders Unit Number # 2
Signature

SAMUELLE SANDERS Building 10358 CHIMNEY ROCK DR.
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Carolyn J. Baker Unit Number # 3
Signature

CAROLYN J. BAKER Building 10358
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Estelle Gelb
Signature

Unit Number 4

ESTELLE GELB
Print Name

Building 10358 CHIMNEY ROCK

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Barbara Demba
Signature

Unit Number #5

BARBARA DEMBA
Print Name

Building 10358 CHIMNEY ROCK DR

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Shirley Steinger
Signature

Unit Number #6

Shirley Steinger
Print Name

Building 10358 Chimney Rock Dr

BOOK : 17560 - PAGE : 420

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Bernice Davidson
Signature

Unit Number # 7

BERNICE DAVIDSON
Print Name

Building 10358 CHIMNEROCK

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Ruth Novack
Signature

Unit Number # 9

RUTH NOVACK
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Royce Powell
Signature

Unit Number # 10

ROYCE POWELL
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Ethel Cohen
Signature

Unit Number 11

ETHEL COHEN
Print Name

Building 10358 Chimney Rock

BOOK : 17560 PAGE : 422

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Eileen Gatti Manchisi
Signature

Unit Number #12

EILEEN GATTI MANCHISI
Print Name

Building 10358 Chimney Rock Drive

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Lydia Motchan
Signature

Unit Number 13

LYDIA MOTCHAN
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Helen A. McLaughlin
Signature

Unit Number 14

Helen McLaughlin
Print Name

Building 10358 Chimney Rock

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P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Malcolm & Judith Barnett
Signature

Unit Number 16

MALCOLM & JUDITH BARNETT
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Jack H. Sofian
Signature

Unit Number 17

JACK H. SOFIAN
Print Name

Building 10358

BOOK : 17560 - PAGE : 423

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

YES Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium

YES Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

B. Eugene Schneider Unit Number #18
Signature

B. EUGENE SCHNEIDER Building 10358
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

✓ Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium

✓ Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Jack Polzin Unit Number 19
Signature

Jack Polzin Building 10358 Chimney Rock
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

✓ Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium

✓ Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Brooke H. Collins Unit Number #20
Signature
Marian L. Collins

BROOKE H. COLLINS Building 10358
Print Name
Marian L. Collins

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Arne Cohen Unit Number 21
Signature

ARNE COHEN Building 10358
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Ruth Shedlofsky Unit Number 23
Signature

RUTH SHEDLOFSKY Building 10358
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Sam Alton Unit Number 25
Signature

SAM ALTON Building 10358
Print Name

BOOK : 17560 - PAGE : 425

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Robin Woltman
Signature

Unit Number 26

Robin Woltman
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Arlene Shoss
Signature

Unit Number 27

Arlene Shoss
Print Name

Building 10358 Chimney Rock Dr.

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Kathrine A. Steen
Signature

Unit Number 28

Kathrine A. Steen
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Frances Fixman
Signature

Unit Number #30

FRANCES FIXMAN
Print Name

Building 10358 Chimney Rock

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P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Samson Schechter
Signature

Unit Number 31

SAMSON SCHECHTER
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Marvin R. Cohen D.D.S.
Signature

Unit Number #32

MARVIN R. COHEN D.D.S.
Print Name

Building 10358

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Steven Glixman Carol Glixman Unit Number # 4
Signature

STEVEN GLIXMAN CAROL GLIXMAN Building Manor (10374)
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Reva Askenasy Unit Number 23
Signature

REVA ASKENASY Building 10374
Print Name

Needs discussion

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P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

[Signature] Unit Number 5
Signature

MRS LONDE Building 10374 Cumney Road
Print Name

[Signature]

BOOK : 17560 - PAGE : 428

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

David A. Hardy M.D. Unit Number # 2
Signature

David A. Hardy M.D. Building 10381 Oxford Hill Dr.
Print Name

BOOK : 17560 - PAGE : 429

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P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Frieda G. Perrinis Unit Number 14
Signature

FRIEDA G. PERRINIS Building 10381
Print Name

This should have been brought up at a meeting of all units. There should be 2 meetings a year, not 1

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Rochelle K. Harris Unit Number 18
Signature

ROCHELLE R. HARRIS Building 10381 Oxford Hill
Print Name

Too many questions unanswered

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Herschel Asner
Signature

Unit Number 22

HERSCHEL ASNER
Print Name

Building 10381 OXFORD HILL DR.

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- ~~NO ERROR~~ Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- ~~NO ERROR~~ Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Margot Coughlin
Signature

Unit Number 24

MARGOT COUGHLIN
Print Name

Building 10381

OWNERS SHOULD HAVE HAD A VOICE IN THIS!

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Judith R. Stamm
Signature

Unit Number 31

Judith R. Stamm
Print Name

Building 10367

BOOK : 17560 - PAGE : 430

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.
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St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Avita Leonard Korman Unit Number M 1
Signature

AVITA LEONARD KORMAN Building 10358
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Teri M. Barry Unit Number #29
Signature

Teri M. Barry Building 10358
Print Name

St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium


Marilyn Cooper Unit Number 15
Signature

MARILYN COOPER Building 10358 Chimney Rock
Print Name

Robert Cooper (attorney)

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141


- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium


Signature
JAN Shocker
Print Name

Unit Number #2
Building 10367 Oxford Hill

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium



Signature
TERESA L. MARESCHAL
Print Name

Unit Number ~~10~~ #23
Building 10367

Respectfully request to ^① note on each item individually
^② Require a Majority vs. Simple Majority vote

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium


Signature
MAX R. SCHARF
Print Name

Unit Number 8
Building 10358

SEE LETTER ENCLOSED

BOOK : 17560 - PAGE : 432

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Marilyn Gelber
Signature

Unit Number 2

MARILYN GELBER
Print Name

Building 10374 Chimney Rock Dr.

BOOK : 17560 - PAGE : 433

RE : Revised Declaration of Condominium and Amended BY-LAWS

Approve of the proposed Revised Condominium Declaration

Disapprove of proposed Revision of Condominium Declaration

Approve of the Revised Manor Condominium BY-LAWS

Disapprove of the Revised Manor Condominium BY-LAWS

Barry S. Ginsburg
Signature

Unit Number 3

Barry S. Ginsburg - trustee
Print Name-

10374 Chimney Rock
Building

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Chung Leong
Signature

Unit Number 6

Chung LEONG
Print Name

Building 10374

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Edward J. Roberts Unit Number #7
Signature
Edward J. Roberts Building 10374
Print Name

BOOK : 17560 - Page : 434

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Frank Friedman Unit Number 8
Signature
FRANK FRIEDMAN Building 74
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Rose Marie Norbert Unit Number 9
Signature
Rose Marie Norbert Building 10374
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Diane M. Singman Unit Number #10
Signature
Diane M. Singman Building 10374
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Benita Brimer Unit Number 12
Signature
Benita Brimer Building 10374
Print Name

RE : Revised Declaration of Condominium and Amended BY-LAWS

- Approve of the proposed Revised Condominium Declaration
- Disapprove of proposed Revision of Condominium Declaration
- Approve of the Revised Manor Condominium BY-LAWS
- Disapprove of the Revised Manor Condominium BY-LAWS

Helen Markowitz - 32 Unit Number 14
Signature
HELEN MARKOWITZ Building 74
Print Name-

BOOK : 17560 - PAGE : 435

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Julia Margraf Unit Number ~~15~~ 15
Signature
Julia Margraf Building 2
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Edgar Wallis Unit Number # 16
Signature
EDGAR WALLIS Building #10374
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

David & Betty Blumenthal Unit Number #17
Signature
David & Betty Blumenthal Building 10374
Print Name

BOOK : 17560 - Page : 436

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Georgianna Smith Unit Number 18-10
Signature

Georgianna L. Smith Building 10374 Chimney Rock
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Verna M. Cardinale Unit Number #19
Signature

Verna M. Cardinale Building 10374
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Shirley A. Seigel Unit Number #20
Signature

SHIRLEY A. SEIGEL Building 10374 CHIMNEY ROCK
Print Name

Please detach and return to: The Manor Condominiums
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Ruth Dreckshage Unit Number 21
Signature

RUTH DRECKSHAGE Building 10374
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Louis F. Heisler Unit Number 22
Vera Heisler Signature

LOUIS F. HEISLER Building 10374 CHIMNEY ROCK DR
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Frances P. Solomon
Signature

Unit Number 1

FRANCES P. SOLOMON
Print Name

Building 10381

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Marian Sachs
Signature

Unit Number 3

MARIAN SACHS
Print Name

Building 10381

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Arthur B. Grossmann
Signature

Unit Number 4

ARTHUR B. GROSSMANN
Print Name

Building 10381

BOOK : 17560 - PAGE : 439

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Signature _____ Unit Number _____
Print Name _____ Building _____

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Walter Meyer / Rosalie Potenberg Unit Number 7
Signature _____
Walter Meyer / Rosalie Potenberg Building 10381 Oxford Hill
Print Name _____

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Natalie Fraas Unit Number # 8
Signature _____
Natalie Fraas Building 10381
Print Name _____

BOOK : 17560 - PAGE : 440

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

GD Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

GD Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Ethel Darrish
Signature

Unit Number 9

Ethel Darrish
Print Name

Building 81

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

L. Zinner
Signature

Unit Number 10

LOTTE ZINNER
Print Name

Building 10381 OXFORD HILL DR

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Thelma Davidson
Signature

Unit Number 13

Thelma Davidson
Print Name

Building 10381

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Signature

JERRI PITLER

Print Name

Unit Number

15

Building

10381

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Signature

S. Ezekiel

Print Name

Unit Number

16

Building

10381

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Signature

Edith Turken

Print Name

Unit Number

17

Building

10381

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Michael Rubin Unit Number # 20
Signature

MICHAEL RUBIN Building 10381 OXFORD HILL DR. #20
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Denny R. Turner Unit Number 23
Signature

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Estelle Levin
Signature

Unit Number 17

Estelle Levin
Print Name

Building 67

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Gerry Pull
Signature

Unit Number 10

GERRY PULL
Print Name

Building 10367

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Bernice Shepard
Signature

Unit Number 9

Bernice Shepard
Print Name

Building 10367 Oxford Hills

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Bess Fine
Signature

Unit Number #3

BESS FINE
Print Name

Building 10367

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Harvey N. Wallace
Signature

Unit Number 11

Harvey N. Wallace
Print Name

Building 10367 Oxford Hill

Madeleine J. Elkins

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Yvonne Leuy
Signature

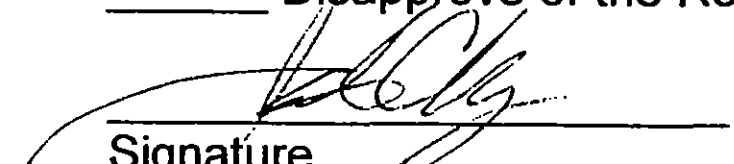
Unit Number 12

YVONNE LEUY
Print Name

Building 10367

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

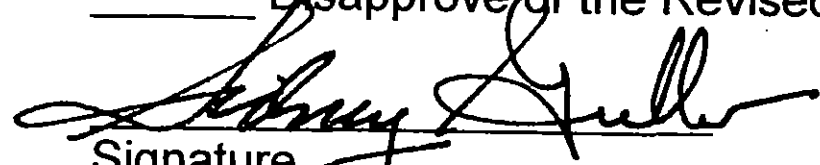

 Signature
 Juanita C. Phillips
 Print Name

Unit Number #14

Building 10367 Oxford Hill

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium



 Signature
 Sidney Guler
 Print Name

Unit Number 15

Building 10367 Oxford Hill Dr.

RE : Revised Declaration of Condominium and Amended BY-LAWS

- Approve of the proposed Revised Condominium Declaration
- Disapprove of proposed Revision of Condominium Declaration
- Approve of the Revised Manor Condominium BY-LAWS
- Disapprove of the Revised Manor Condominium BY-LAWS


 Signature
 Shirley Cohen
 Print Name-

Unit Number # 16

10367
Building

BOOK : 17560 - PAGE : 446

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Hilda Klearman Unit Number 17
Signature

Hilda Klearman Building 10367
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Michael Lainoff (br) Unit Number 18
Signature

MICHAEL LAINOFF Building 10367
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
- Disapprove of the proposed Revised Declaration of Condominium
- Approve of the Revised Bylaws of the Manor Condominium
- Disapprove of the Revised Bylaws of the Manor Condominium

Helen F. Silverman Unit Number 19
Signature

HELEN F. SILVERMAN Building 10367
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Mary Alice Ash
Signature

Unit Number # 20

MARY ALICE ASH
Print Name

Building 67

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

James A. Barbier
Signature

Unit Number 21

JAMES A. BARBIER
Print Name

Building 10367

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Carole Gomes
Signature

Unit Number 22

CAROLE GOMES
Print Name

Building 10367

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Dennis Gallagher ^{gab} Unit Number 24
Signature

DENNIS GALLAGHER Building 10367
Print Name

BOOK : 17560 - Page : 449

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Linda Blumenthal Unit Number 25
Signature

Linda Blumenthal Building 10367
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Bernice Brandmeyer Unit Number 26
Signature

BERNICE BRANDMEYER Building 10367
Print Name

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Harry Freistein
Signature

Unit Number 28

HARRY FREISTEIN
Print Name

Building 10367

RE : Revised Declaration of Condominium and Amended BY-LAWS

- Approve of the proposed Revised Condominium Declaration
 Disapprove of proposed Revision of Condominium Declaration
 Approve of the Revised Manor Condominium BY-LAWS
 Disapprove of the Revised Manor Condominium BY-LAWS

Marian Mary
Signature

Unit Number 29

Marian Mary
Print Name-

10367
Building

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

- Approve of the proposed Revised Declaration of Condominium
 Disapprove of the proposed Revised Declaration of Condominium
 Approve of the Revised Bylaws of the Manor Condominium
 Disapprove of the Revised Bylaws of the Manor Condominium

Christine Brandt
Signature

Unit Number #30

Christine Brandt
Print Name

Building 10367 Oxford

Please detach and return to: The Manor Condominiums at Oxford Hill, Inc.,
P. O. Box 37106
St. Louis, MO 63141

Approve of the proposed Revised Declaration of Condominium

Disapprove of the proposed Revised Declaration of Condominium

Approve of the Revised Bylaws of the Manor Condominium

Disapprove of the Revised Bylaws of the Manor Condominium

Malcolm Wittels Unit Number *32*

Signature

MALCOLM-WITTELS

Print Name

Building *10367 Oxford Hill*

Plat 100.00
Ded. 97.00
197.00
State User Fee 2.00
Total 198.00
RC

Notation

DECLARATION OF CONDOMINIUM OWNERSHIP
FOR
THE MANOR CONDOMINIUMS AT OXFORD HILL

THIS DECLARATION OF CONDOMINIUM OWNERSHIP is made this 24 day of SEPTEMBER, 1983 by OXFORD INVESTMENT COMPANY, a Missouri limited partnership (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, the Developer is the owner in fee simple of the parcels or tracts of real estate in the County of St. Louis, State of Missouri legally described on Exhibit "A" hereto which is incorporated herein by this reference and hereinafter defined as the "Parcel"; and

WHEREAS, the Parcel is subject to the restrictions, limitations, covenants and provisions of that certain Indenture of Restrictions (hereinafter referred to and defined as the "Indenture"), dated August 15, 1983, and recorded in the Office of the Recorder of Deeds, St. Louis County, Missouri, as Daily No. 24 on Sept 21 1983; and

WHEREAS, the Developer intends by this Declaration to submit the Parcel together with all improvements and structures erected, constructed or contained therein or thereon, all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners and occupants of Units therein (all as hereinafter defined), to the provisions of the Condominium Property Act of the State of Missouri [Chapter 448, Mo.Rev.Stat. (1978)], as from time to time amended, and further desires to establish for its own benefit and that of all future Unit Owners of the Property (as hereinafter defined) and each part thereof, certain easements and rights in, over and upon the Parcel and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Developer desires and intends that the several Unit Owners, occupants and other persons hereinafter acquiring any interest in the Property at all times shall enjoy the benefits of, and shall hold their interests subject to, the easements, rights, restrictions, obligations, duties and all other terms and provisions set forth herein, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Developer for itself, its successors and assigns, does hereby declare as follows:

ARTICLE I
DEFINITIONS

As used in this Declaration or elsewhere in any condominium document relating to The Manor Condominiums at Oxford Hill, the following definitions shall apply unless the context otherwise requires:

REFER TO INSTRUMENT
FILED 9/21/83 DAILY NO. 26
PLAT
BOOK 222 PAGES 12-13

26

RECORDED IN ST. LOUIS
FILED FOR RECORD
1983 SEP 21 AM 9:53

Wm E. Fanke
RECORDER OF DEEDS

(A) "Act", the Condominium Property Act of the State of Missouri [Chapter 448, Mo.Rev.Stat. (1978)] as it may be amended from time to time;

(B) "Association", the not-for-profit corporation having the name "THE MANOR CONDOMINIUMS AT OXFORD HILL" to be formed under The General Not For Profit Corporation Law of the State of Missouri;

(C) "Board", the Board of Managers which shall be elected and shall be vested with the administration of the Property at the time and in the manner provided in this Declaration and in the By-laws;

(D) "By-laws", as set forth on Exhibit "D" attached hereto and made a part hereof and Recorded herewith, as they may be amended from time to time;

(E) "Building" or "Buildings", the four (4) residential manor apartment buildings located on the Property. The building known as and numbered Building #2 at 10374 Chimney Rock Drive (hereinafter sometimes referred to as "Building 10374") contains twenty-four (24) Units, each Unit intended for residential use, and the building known as and numbered Building #3 at 10381 Oxford Hill Drive (hereinafter sometimes referred to as "Building 10381") contains twenty-three (23) Units, each Unit intended for residential use, and the building known as and numbered Building #4 at 10367 Oxford Hill Drive (hereinafter sometimes referred to as "Building 10367") contains thirty-two (32) Units, each Unit intended for residential use, and the building known as and numbered Building #5 at 10358 Chimney Rock Drive (hereinafter sometimes referred to as "Building 10358") contains thirty-two (32) Units, each Unit intended for residential use;

(F) "Common Elements", all portions of the Property except the Units, as more particularly described in Article V hereof;

(G) "Common Expenses", proposed, estimated or actual expenses incurred or to be incurred in connection with the operation and administration of the Property and the maintenance, management, operation, repair and replacement of the Common Elements, including reserves, all sums lawfully assessed by the Board, and all sums lawfully assessed by the Board of Trustees of Oxford Hill (hereinafter referred to as the "Trustees") pursuant to the Indenture (hereinafter referred to as the "Indenture Assessments"); provided, however, that the term "Common Expenses" shall not include expenses declared by this Declaration or by the Board to be Special Expenses (as that term is hereinafter defined). Common Expenses expressly shall include, but shall not be limited to:

(1) All sums lawfully assessed, levied or imposed against the Association or the Developer, in its capacity as predecessor to the Association, by any governmental authority or agency, and

(2) Expenses declared Common Expenses by this Declaration;

(H) "Common Expenses Reserve Fund", that portion of the annual budget which provides for a reserve for contingencies which may arise from time to time during the year, and a reserve for replacements in such reasonable amounts as determined by the Board;

(I) "Declaration", this instrument and all amendments hereto by which the Parcel and the Property are submitted to the provisions of the Act, as hereinafter provided, and the provisions of this Declaration as from time to time amended;

(J) "Developer", the Person, firm or corporation who establishes this condominium through the Recording of this Declaration, the By-laws and the Plat or any transferee thereof;

(K) "Indenture", that certain Indenture of Restrictions, dated August 15, 1983, by and between Margel, Incorporated, a Missouri corporation, and Oxford Hill Apartments Company, a Missouri limited partnership, collectively hereinafter referred to as "Grantor", and Eugene L. Wolff, Sidney L. Stone and Richard K. Deutsch, collectively hereinafter referred to as "Trustees", which Indenture was recorded in the Office of the Recorder of Deeds, St. Louis County, Missouri, as Daily No. 24 on 9/21/83, 1983;

(L) "Limited Common Elements", those portions of the Common Elements which are reserved for the exclusive use of a single Unit or group of Units to the exclusion of all other Units, as more particularly described in Article VI hereof;

(M) "Majority" or "Majority of the Unit Owners", the owners of more than fifty percent (50%) in the aggregate in interest of the undivided ownership of the Common Elements;

(N) "THE MANOR CONDOMINIUMS AT OXFORD HILL", the condominium which bears the name THE MANOR CONDOMINIUMS AT OXFORD HILL in its title, and is located on the Parcel made subject to this Declaration and the By-laws. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of the undivided ownership of the Common Elements;

(O) "Parcel", the lot or lots, tract or tracts of land, including additional tracts added by subsequent amendment described in this Declaration or amendments hereto, submitted to the provisions of the Act;

(P) "Person", a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;

(Q) "Plat", a plat or plats of survey or surveys together with amendments thereto of the Parcel or parcels and of all Units which are proposed for inclusion in the Property, which plat or plats may consist of a three dimensional, horizontal and vertical delineation of all such Units;

(R) "Property", all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including the

Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners and occupants of Units therein, submitted to the provisions of the Act;

(S) "Record", "Recorded" or "Recording", to record or have recorded in the office of the Recorder of Deeds of the County of St. Louis, State of Missouri;

(T) "Special Expenses", those expenses which are attributable to fewer than all of the Units or to certain Units to a greater degree than to other Units;

(U) "Unit", a part of the Property including one or more rooms and occupying one or more floors or a part or parts thereof, and having lawful access to a public way, as more particularly described in Article IV hereof;

(V) "Unit Owner", the Person or Persons, individually or collectively, having fee simple ownership of a Unit Ownership, including, without limitation, (i) the Developer, so long as it (or its transferees) retains fee simple ownership of any unsold Unit Ownerships, and (ii) any purchaser at foreclosure under a deed of trust encumbering a Unit Ownership which acquires fee simple ownership to said Unit Ownership thereby;

(W) "Unit Ownership", a Unit, together with its respective percentage of ownership interest in the Common Elements.

ARTICLE II SUBMISSION OF PROPERTY TO THE ACT

The Developer, as the owner in fee simple of the Parcel and the Property, expressly intends to and, by the Recording of this Declaration, does hereby submit the Parcel and the Property to the provisions of the Act.

ARTICLE III PLAT

The Plat attached hereto as Exhibit "B" and Recorded simultaneously herewith sets forth the measurements, elevations, locations and other data, as required by the Act, with respect to: (1) the Property and its exterior boundaries; (2) the Buildings and each floor thereof; and (3) each Unit of each Building and its horizontal and vertical dimensions, including the elevations of the interior surfaces of the floors and ceilings and the measurements and locations of the interior surfaces of the perimeter walls of each Unit. Each Unit is identified on the Plat by a distinguishing number or other symbol. The Plat and the Indenture shall be deemed the plan of overall development.

ARTICLE IV
UNITS

A. IDENTIFICATION OF UNITS.

The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the Plat, and, as provided in the Act, every such description shall be deemed good and sufficient for all purposes.

B. DESCRIPTION OF A UNIT.

Each Unit shall consist of the space enclosed and bounded by the interior surfaces of the floors, ceilings, doors and perimeter walls of such Unit (such interior surfaces and perimeter walls being sometimes called the "Interior Surfaces") as shown on the Plat. Each Unit shall be used solely for single-family residential purposes, subject to exceptions set forth in Section R of Article XI hereof.

No Unit Owner shall be deemed to own any pipes, wires, conduits, utility lines, sanitary sewer lines or structural components thereof which run through his Unit and serve more than his Unit except to the extent of his interest in the Common Elements.

ARTICLE V
COMMON ELEMENTS

The Common Elements shall consist of all portions of the Property other than the individual Units therein created and, without limiting the generality of the foregoing, the Common Elements shall include:

(a) The Parcel (and air rights) on which (or within which) the Buildings are located, which comprises the Property and which is described in the Plat attached hereto as Exhibit B, together with all easements, rights and privileges appurtenant thereto, and all driveways (including, without limitation, all driveways from through streets to the Buildings and parking areas adjacent thereto), outside parking areas, outside walks, all Unassigned Spaces (as that term is defined in Section A of Article XI hereof), lawns and landscaping;

(b) The Buildings (exclusive of the space comprising the Units) including, without limitation, all structural parts thereof, including all foundations, footings, columns, girders, beams and supports located within the boundaries of a Unit or the Limited Common Elements;

(c) The perimeter walls and exterior windows up to the interior unfinished surface of the Unit side thereof (exclusive of paint, tile, wax, paper, vinyl wall covering and other finishings, which are part of the Units);

(d) The interior walls separating a Unit from the stairways, elevator shafts, equipment shafts and spaces

constituting part of the Common Elements and extending from the interior unfinished surface of the Unit side thereof (exclusive of paint, tile, wax, paper, vinyl wall covering and other finishings, which are part of the Units) to such stairways, elevator shafts and equipment shafts and spaces;

(e) All metal decks with concrete fill floors, concrete floor slabs and all concrete ceilings and all roofs;

(f) All the stairways, corridors, hallways, lobbies, vestibules, entrances and exits to the Buildings, elevator shafts, equipment shafts and spaces penetrating one or more metal decks with concrete fill or concrete floor slabs and serving more than one Unit;

(g) All central and appurtenant installations and structural components for services such as gas, heat, power, light, telephone, hot and cold water, refrigeration and air conditioning, including all pipes, ducts, wires, cables, conduits, equipment and pumps used in connection therewith;

(h) All sewage and drainage pipes and facilities;

(i) The Recreational Facilities (as that term is defined in Section F of Article XI hereof) and the laundry facilities located in the basement of each of the Buildings;

(j) All portions of any mechanical systems between the points of entrance or exit of the Buildings and the point of entrance to a mechanical equipment room, and

(k) All other apparatus and installations existing in the Buildings or on the Property for the common use of, or service to, more than one Unit or necessary or convenient to the existence, maintenance and safety of the Property.

Any additions and improvements on or to the Property shall be part of the Common Elements.

ARTICLE VI LIMITED COMMON ELEMENTS

The Limited Common Elements shall consist of all portions of the Common Elements contiguous to and serving exclusively a single Unit or adjoining Units as an inseparable appurtenance thereto including, but not limited to:

(a) All patios, balconies, terraces and porches which adjoin an individual Unit or exclusively serve an individual Unit;

(b) Such portions of the perimeter walls, doors, floors and entryways, and all associated fixtures and structures therein and thereon as lie outside and adjacent to the boundaries of an individual Unit; and

(c) Each Designated Space (as that term is hereinafter defined in Section A of Article XI hereof).

The Board may, from time to time, designate other portions of the Common Elements as Limited Common Elements.

Any expense of the maintenance, repair or replacement relating to the Limited Common Elements shall be treated as and paid for as part of the Common Expenses.

ARTICLE VII
OWNERSHIP OF THE COMMON ELEMENTS, COVENANT AGAINST
PARTITION AND PROHIBITION AGAINST SEVERANCE
OF COMBINED OWNERSHIP

Each Unit Owner shall be entitled to the percentage of ownership interest in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as Exhibit "C" and made a part hereof. The percentages of ownership interest in the Common Elements allocated to the respective Units, as set forth in Exhibit C, have been computed and determined in accordance with the Act, and shall remain constant unless hereafter amended as provided in Article XX; which amendment shall be duly Recorded. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership interest as set forth in Exhibit C. The Common Elements shall remain undivided, as long as the Property is subject to the provisions of the Act, except as may be otherwise provided in the Act, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit Ownership as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind.

Any deed, mortgage, lease or other instrument purporting to create, grant, convey or transfer an interest in any Unit shall be deemed also to create, grant, convey or transfer such interest in the corresponding percentage of ownership interest in the Common Elements allocated to such Unit and, where applicable, the respective Unit Owner's right and easement respecting the use of one or more Designated Spaces (as provided for in Section A of Article XI hereof), and any such instrument may describe a Unit by the identifying number, word or symbol of such Unit as shown on the Plat, and such description shall be deemed legally sufficient to create, grant, convey or transfer such ownership interest in the Common Elements and such right and easement respecting the use of such Designated Space(s), it being the intention to prevent any severance of such combined ownership and right to exclusive use, except as hereinafter provided in Section B of Article XI hereof.

ARTICLE VIII
USE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access or ingress and egress to and use and occupancy and

enjoyment of, the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner. Each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving exclusively his Unit and the right in common with other Unit Owners to the use of those Limited Common Elements serving exclusively a group of Units of which his Unit is a part. Such right to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act and of this Declaration and the By-laws and the rules and regulations of the Association hereinafter referred to. The Association shall have the authority to lease or rent or to grant licenses or concessions with respect to the laundry facilities, Recreational Facilities or other parts of the Common Elements, subject to the provisions of this Declaration and the By-laws.

ARTICLE IX COMMON EXPENSES

Each Unit Owner shall pay his proportionate share of the Common Expenses, and the Board is hereby authorized to levy and collect assessments from each Unit Owner in such proportionate amount. Such proportionate share of the Common Expenses for each Unit Owner shall be the same ratio as his percentage of ownership interest in the Common Elements as set forth in Exhibit C. Notwithstanding anything herein or in the By-laws to the contrary, the portion of the Common Expenses attributable to Indenture Assessments shall be allocated equally among the Unit Owners regardless of their percentage of ownership interest in the Common Elements. Such payment shall be in such amounts and made at such times as determined in the manner provided in the By-laws. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any applicable Special Expenses when due, the amount thereof, together with a monthly late charge equal to five percent (5%) of the delinquent assessment (hereinafter singly called a "Late Charge" and collectively "Late Charges"), shall constitute a lien on the interest of such Unit Owner in his respective Unit Ownership, as provided in the Act as well as a personal obligation of the current Unit Owner. Such Unit Owner shall be deemed to have relinquished all voting rights as a member of the Association until the time all delinquent assessments (plus the highest interest allowed by law) and Late Charges are paid. Any lien for assessments payable on or after the date the first mortgage on the Unit Ownership is Recorded shall be subordinate to the first mortgage. Assessment liens shall not be affected by sale of the Unit Ownership, except that sale pursuant to foreclosure of the first mortgage shall extinguish a subordinate lien for assessment.

ARTICLE X ADMINISTRATION

A. ADMINISTRATION DURING DEVELOPMENT.

The direction, operation and administration of the Property initially shall be vested in Developer and,

subsequently, but only upon its organization as hereinafter provided, in the Board. Direction, operation and administration of the Property, and enforcement of the terms and provisions of this Declaration and the By-laws, shall include, but shall not be limited to, the performance or the causing of the performance of maintenance, repair, restoration, reconstruction, replacement, administration, regulation and operation of the Property in the mode and manner as provided in this Declaration. Until such time as the Association is organized, Developer, its successors and assigns, shall be vested with all powers of the Association and the Board herein contained and contained in the By-laws, notwithstanding the fact that such organization shall not then have been accomplished.

During the period of time that Developer is administering this condominium, it shall not enter into any management or employment contract or lease that will bind the Association unless the Association has the right to terminate any such contract or lease, with or without cause, by giving the other party no more than ninety (90) days notice of such termination.

B. FORMATION OF THE ASSOCIATION.

At any time after the Recording of this Declaration as Developer shall determine but not later than the earlier of sixty (60) days after the sale by Developer of seventy-five percent (75%) of the Units or three (3) years after the date of the Recording of this Declaration, Developer shall cause the Association to be incorporated under The General Not For Profit Corporation Law of the State of Missouri, which Association shall then be the governing body for the Property in connection with the direction, operation and administration of the Property and for the enforcement of the provisions of this Declaration and the By-laws, which direction, operation, administration and enforcement shall include but shall not be limited to the performance, or the causing of the performance, of maintenance, repair, restoration, reconstruction, replacement, administration, regulation and operation of the Property or any part or parts thereof and for such other purposes with respect to the Property as may be provided in this Declaration.

The Association shall be the governing body for all of the Unit Owners for the maintenance, management, repair, restoration, reconstruction, replacement, administration, regulation and operation of the Property in the mode and manner as provided in the Act, in this Declaration and in the By-laws. The board of directors of the Association shall also be the "Board of Managers" for the Unit Owners referred to herein and in the Act. The By-laws for the Association shall be the By-laws attached hereto as Exhibit D and made a part hereof. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the benefit of the Unit Owners in accordance with the provisions of this Declaration and the By-laws. Each Unit Owner shall be a member of the Association so long as he shall continue to be a Unit Owner; such membership shall automatically terminate when he ceases to

be a Unit Owner, and upon the transfer of his Unit Ownership to the new Unit Owner, the new Unit Owner shall succeed to such membership in the Association. The Association may issue certificates evidencing membership therein. The aggregate number of votes for all members of the Association shall be One Hundred (100) which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements as set forth in Exhibit C hereto.

If there should arise any question of interpretation or application as to the provisions of this Declaration, as to the By-laws or as to any rules or regulations promulgated by the Board, the determination of said dispute(s), disagreement(s) or question(s) by the Board shall be final and binding on each and all of the Unit Owners.

ARTICLE XI
GENERAL PROVISIONS AS TO UNITS, COMMON
ELEMENTS AND LIMITED COMMON ELEMENTS

A. PARKING SPACES.

The Property includes various parking spaces, some of which are fully enclosed within the basement garages of each of the Buildings (herein collectively called "Garage Spaces" and singly a "Garage Space") and some of which are uncovered and are situated on a surface parking area (herein collectively called "Unassigned Spaces" and singly as an "Unassigned Space").

All Garage Spaces are given identifying numbers and are delineated on the Plat attached hereto as Exhibit B and no two Garage Spaces in the same Building bear the same number. The Developer or the Board, as the case may be, shall grant the right and easement respecting the use of one (1) or more specific Garage Spaces (herein collectively called "Designated Spaces" or singly as a "Designated Space") to each Unit Owner for his exclusive use upon the conveyance of a Unit Ownership, said right and easement to the use of such Designated Space to be, at all times, subject to the provisions of this Declaration, the By-laws, and the rules and regulations promulgated from time to time by the Board.

Each Unit Owner shall be entitled to the designation of at least one (1) Designated Space; provided, however, that the Unit Owner of the Unit numbered 23 and located in Building 10381, shall be entitled to the assignment of at least two (2) Designated Spaces.

Until such time as the Developer designates one (1) or more Garage Spaces in connection with the sale of a Unit Ownership, the Developer may rent or lease any such Garage Space to a Unit Owner upon such terms as the Developer may desire. Any such rented Garage Space is hereby deemed to be part of the Limited Common Elements.

Subject to the foregoing, Unassigned Spaces are hereby reserved for the use of the Unit Owners and their guests and

other occupants of the Units, subject to the rules and regulations promulgated from time to time by the Board. For the purposes of this Declaration, all Designated Spaces are hereby deemed to be part of the Limited Common Elements and all Unassigned Spaces are hereby deemed to be part of the Common Elements.

B. CONVEYANCE OF EXCLUSIVE RIGHT.

Any deed of conveyance, mortgage or deed of trust, purporting to convey or transfer any interest in a Unit Ownership shall be deemed to include the right and easement to the exclusive use of the respective Designated Space or Designated Spaces (where applicable) of the particular Unit Owner, even though any such deed, mortgage, or deed of trust omits reference thereto, all to the end and intent that each of the Unit Owners shall at all times be the holder of the right and easement to the exclusive use of one (1) or more Designated Spaces. A Unit Owner's right and easement to the exclusive use of any Designated Space may be transferred by such Unit Owner to any purchaser of such Unit Ownership, or to any other Unit Owner or to the Association; subject, however, to the provisions of this Declaration, the By-laws, and the rules and regulations promulgated from time to time by the Board.

C. USE OF UNITS.

Subject to the provisions of Section R of this Article XI, no part of any Unit shall be used other than for single-family residential purposes.

D. OBSTRUCTIONS.

There shall be no obstructions of or on any portions of the Common Elements or Limited Common Elements nor any storage on or about any part of the Common Elements without prior written consent of the Board. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements, Limited Common Elements or on or about the exteriors of the Buildings.

E. BALCONIES, TERRACES, PATIOS AND PORCHES.

All balconies, terraces, patios and porches which adjoin an individual Unit shall be part of the Limited Common Elements. A Unit Owner shall have the right to the exclusive use of any balcony, terrace, patio and/or porch which adjoins his individual Unit.

F. RECREATIONAL FACILITIES ON THE PROPERTY.

An outdoor swimming pool located on the Property, a gazebo and other recreational facilities located on the Property (the "Recreational Facilities") will be available to and for the use of all Unit Owners as part of the Common Elements. The use of the Recreational Facilities shall be subject to rules and regulations of the Association as promulgated from time to time by the Board.

G. SEPARATE MORTGAGES AND DEEDS OF TRUST.

Each Unit Owner shall have the right, subject to the provisions herein, to make a separate mortgage, deed of trust or similar encumbrance (hereinafter collectively called a "Mortgage") on his Unit Ownership and his right and easement respecting the use of one or more Designated Spaces. No Unit Owner shall have the right or authority to make or create or cause to be made or created any Mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his Unit Ownership and his right and easement respecting the use of one or more Designated Spaces.

H. SEPARATE REAL ESTATE TAXES.

The real estate taxes assessed or levied upon each Unit are to be separately paid by each Unit Owner, as provided in the Act. If, for any reason, the tax bills are not separately issued by the taxing authorities, then each Unit Owner shall pay his pro rata share of the taxes in accordance with the respective percentage of ownership interest in the Common Elements, as set forth in Exhibit C.

I. UTILITY RATES.

Each Unit Owner shall pay the cost of his own telephone, electricity, gas and other utility services which are separately metered and billed to such Unit Owner by the respective utility companies. Utilities which are not separately metered or billed to a single Unit, such as sewerage and water, shall be treated as part of the Common Expenses.

The cost of all utility services to or for the benefit of the Common Elements shall be deemed a Common Expense.

J. MAINTENANCE, REPAIRS AND REPLACEMENTS OF UTILITIES.

Except as otherwise expressly provided in Section B of Article IV hereof, each Unit Owner shall be responsible for, at his sole cost and expense, all maintenance, repairs and replacements as may be required for the proper functioning of the air conditioning and heating systems exclusively serving his Unit and the plumbing and electrical fixtures located within his Unit.

The Board shall provide for or cause to be provided for the maintenance, repair, improvement or restoration of all utilities and air-conditioning and heating systems serving the Common Elements and shall pay the cost thereof, which costs shall be deemed Common Expenses.

K. ALTERATIONS, ADDITIONS AND IMPROVEMENTS.

No alterations of any Common Elements or Limited Common Elements, or any additions or improvements thereto, (including, without limitation, the erection of any fences, gas-fired barbecues and/or recreational facilities or the planting of any garden) shall be made by any Unit Owner without the prior written approval of the Association.

L. DECORATING AND MAINTENANCE OF INTERIOR SURFACES.

Each Unit Owner shall furnish and be responsible for, at his sole cost and expense, all of the decorating within his own Unit from time to time including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of all Interior Surfaces and such Unit Owner shall maintain the Interior Surfaces in as good a condition, at his sole cost and expense, as may be required from time to time, which maintenance and use shall be subject to the rules and regulations of the Association as promulgated from time to time by the Board. Each Unit Owner shall have the right to decorate the Interior Surfaces from time to time as he may see fit, at his sole cost and expense. The Interior Surfaces and the exterior surfaces of all windows forming part of the perimeter walls of a Unit shall be cleaned, washed and otherwise maintained, repaired and replaced at the sole cost and expense of the respective Unit Owner. The decorating of the exterior portions of any terrace, balcony, patio and/or porch adjoining an individual Unit or exclusively serving a Building, shall be subject to the rules and regulations of the Association. Decorating of the Common Elements and Limited Common Elements, and any redecorating of Units made necessary by any damage to existing decoration of such Units caused by maintenance, repair or replacement work on the Common Elements or the Limited Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses.

M. MAINTENANCE, REPAIRS AND REPLACEMENTS OF THE UNITS.

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own Unit(s), including, but not limited to, all maintenance, repairs and replacements of refrigerators, ranges, lighting and plumbing fixtures and other kitchen and electrical appliances. Each Unit Owner shall maintain the appearance of all exclusive terraces, balconies, porches, patios and/or other areas or facilities exclusively reserved for such Unit (even though such areas or facilities are deemed Limited Common Elements). The exterior of the front door of each Unit shall be maintained by the Board as part of the Common Elements.

No Unit Owner shall do anything which will prejudice the structural integrity of the Building in which his Unit is situated, increase the necessary amount of insurance on the Property or be in violation of any law, ordinance, rule or regulation. Any expenses incurred by the Board attendant to the foregoing shall be deemed Special Expenses and shall be assessed by the Board against such Unit Owner pursuant to the provisions of Article IV of the By-laws.

N. MAINTENANCE, REPAIRS AND REPLACEMENTS OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Maintenance, repairs and replacements of the Common Elements and the Limited Common Elements, including but not

limited to the repair, upkeep and maintenance of the Buildings and all Designated Spaces and Unassigned Spaces shall be furnished by the Board as part of the Common Expenses. Such maintenance, repairs and replacements shall be subject to the rules and regulations of the Association promulgated from time to time by the Board.

Maintenance, repair and replacement of any driveway, parking area, or other street on the Parcel not maintained by the Trustees shall be maintained by the Board as part of the Common Expenses.

Any authorized representatives of the Association or of the Board shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance, repairs or replacements of or to the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements or Limited Common Elements.

O. COSTS OF MAINTENANCE, REPAIRS AND REPLACEMENTS AS SPECIAL EXPENSES.

If, due to a household pet, or the negligent or willful act or omission of a Unit Owner, or of a member of his family or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to any portion of the Common Elements or Limited Common Elements, the cost of which would otherwise be treated as a Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association. The cost of such maintenance, repairs and replacements to the Common Elements or Limited Common Elements shall be deemed a Special Expense and shall be subject to the rules and regulations promulgated from time to time by the Board.

P. SIGNS, WINDOWS, ETC.

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

Q. NUISANCES.

No noxious or offensive activity shall be carried on in any Unit, or in or upon the Common Elements or the Limited Common Elements, nor shall anything be done which will be an annoyance or a nuisance to other Unit Owners or Unit occupants.

R. BUSINESS USE.

No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property, nor without written authorization from the Board, shall "for sale" or "for rent" signs be displayed by any person, firm or corporation who had been the holder of a deed of trust encumbering any Unit Ownership and who acquired

ownership thereof through foreclosure, or the agent of any of them; provided, however, nothing herein or hereinafter contained shall prohibit the Developer (and its successors or mortgage lenders by way of substitution) from utilizing any Unit for display or rental purposes prior to the sale of such Unit Ownership. Developer reserves the right to maintain a sales office within one Building located on the Property until such time as all Unit Ownerships have been sold.

S. LAUNDRY FACILITIES.

The use of the laundry facilities located in the basements of each of the Buildings shall be subject to the rules and regulations promulgated from time to time by the Developer or the Board, as the case may be. The laundry facilities shall be part of the Common Elements.

ARTICLE XII ADDITIONAL RECREATIONAL FACILITIES

In addition to the Recreational Facilities provided as part of the Common Elements hereunder, a recreational area, including a clubhouse, swimming pool, tennis courts and other facilities are available to Unit Owners, as licensees only, on property near the Parcel (said property and all improvements thereon being hereinafter called the "Recreational Area"). The Recreational Area is owned by Margel, Inc. (hereinafter called the "Recreational Area Owner").

The use of the Recreational Area shall be subject to the terms and conditions of the Indenture and the rules and regulations promulgated from time to time by the Recreational Area Owner. Such terms, conditions, rules and regulations shall include, without limitation, the requirement that those Unit Owners using the Recreational Area pay such annual fees as may from time to time be established in the sole discretion of the Recreational Area Owner, which fees may be used in part to defray the cost of the repairs, maintenance and operation of the Recreational Area. Any such fees shall be paid directly by those Unit Owners using the Recreational Area, and shall not be included in Common Expenses.

ARTICLE XIII EASEMENTS

A. ENCROACHMENTS.

If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements (as the Common Elements and Units are shown by the surveys comprising the Plat attached hereto as Exhibit B) there shall be deemed to be mutual easements in favor of the Unit Owners to the extent of such encroachments so long as the same shall exist.

B. EASEMENTS APPURTENANT TO UNITS.

Perpetual easements are hereby established appurtenant to all Unit Ownerships, for use by the Unit Owners thereof, their families, tenants, guests, licensees and invitees, in,

upon, across, over, through and with respect to the Common Elements to the extent of such right to use the Common Elements. In addition thereto, each Unit Owner is hereby granted an exclusive perpetual easement, running with his Unit Ownership, to use and occupy any portion of any porch, terrace, balcony or patio, which adjoins his Unit and to which he has sole access; provided, however, that no Unit Owner shall enclose, decorate or landscape any such porch, terrace, balcony or patio contrary to any rules or regulations established by the Board. Each Unit Owner is further granted an exclusive right and easement to use and occupy the Designated Space or Designated Spaces as may be granted by the Developer or the Association for such Unit Ownership.

Each Unit Owner is granted the right and easement to use the area upon which the air conditioning compressor for his respective Unit is located, such area being situated upon the roof of, or upon the ground in close proximity to the Building in which said Unit is located. Said right and easement shall also extend to the use of said area by the Unit Owner or any purchaser of such Unit Ownership for such purpose for any replacements of or substitutions for said air conditioning compressor.

C. EASEMENTS IN GROSS.

The Property shall be subject to a perpetual easement in gross to the Board, its successors and assigns, for ingress and egress, to perform its obligations and duties as required by this Declaration and the By-laws. Should it be necessary to enter a Unit in order to repair any Common Element or Limited Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Board. Any damages resulting from the exercise of any easement granted herein by any employee or member of the Board shall be corrected or repaired as soon as practicable and the costs of such repair shall be a Common Expense.

D. UTILITY EASEMENTS.

This Declaration is subject to all easements heretofore established (including, without limitation, those established by the Indenture) or established by the Plat attached hereto as Exhibit B and dedicated for sanitary and storm sewers, electricity, gas, water and telephones and for all other public utility purposes, including, but not limited to, the right to install, lay, maintain, repair, and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the portions of the Common Elements.

E. EFFECT OF EASEMENTS.

All easements and rights herein described shall run with the land and inure to the benefit of and be binding on the Developer, its successors or assigns, and any Unit Owner, purchaser, mortgagee or other person having an interest in any portion of the Property herein described, whether or not such easements are mentioned or described in any deed or conveyance.

F. ESTABLISHMENT OF ADDITIONAL EASEMENTS.

The Board, for the benefit of all the Unit Owners, shall have the power to establish, grant and dedicate easements in, upon, across or under the Common Elements (including easements for utilities and sewers) in addition to any shown on the Plat and for this purpose, the Board is hereby constituted attorney in fact for all Unit Owners to execute all documents necessary to carry out the terms of this Section F of Article XIII.

ARTICLE XIV
INSURANCE; DAMAGE OR DESTRUCTION; REPAIR, RESTORATION
AND RECONSTRUCTION OF UNITS AND COMMON ELEMENTS

A. INSURANCE.

The Board shall procure or cause to be procured insurance on the Property as hereinafter more fully provided. Premiums for such insurance shall be Common Expenses.

(1) Casualty Insurance. The Board shall procure a policy or policies of insurance with reputable insurance carriers insuring the Common Elements including, without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning, and those other casualties typically contained in the extended coverages, as well as vandalism and malicious mischief, and such other perils as the Board may from time to time determine should be included in such coverage, for the full insurable replacement cost thereof without depreciation (hereinafter called "full replacement cost"), provided the Board shall first assure that such coverage will be adequate to prevent application of any coinsurance factor by the insurance carrier in the event of loss (which full replacement cost may be determined from time to time, and shall be determined at least once every twelve (12) months, by the Board). Each policy evidencing such insurance shall: (a) name as insured, and the proceeds thereof shall be payable to, the Board or the Association as trustee for each of the Unit Owners in the same proportion for each of the Unit Owners as their respective percentages of ownership interest in the Common Elements as established in this Declaration; (b) to the extent feasible, provide that such insurance shall not be invalidated by any act or neglect of the Board, members of the Board, officers elected by the Board, or any Unit Owner or occupant of a Unit, or any agent, employee, guest or invitee of any of them; (c) contain an endorsement to the effect that such policy shall not be terminated without at least ten (10) days' prior written notice to the Board, and to all first mortgagees of the Unit Ownerships; (d) be without contribution respecting such other policies of insurance carried individually by any Unit Owner, whether such insurance covers their respective Units or additions and improvements thereto; (e) at the election of the Board, contain an endorsement extending coverage so as to include the payment of Common Expenses and Special Expenses levied by the Board with respect to damaged Units during the period of repair, restoration or reconstruction thereof; and (f) contain a waiver of any right of subrogation against the Unit Owners individually.

A policy of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Board or the Association and the holder or holders of mortgages or deeds of trust of Record, as trustees for each of the Unit Owners in the ownership percentage interests established in this Declaration or any amended Declaration.

(2) Liability Insurance. The Board shall procure a comprehensive general liability insurance policy or policies with reputable insurance carriers, in such limits as the Board may deem desirable, insuring on an occurrence basis the Board, members of the Board, officers elected by the Board, and each Unit Owner, and the agents, employees, guests and invitees of any of them, against claims for personal injury (including death) and property damage arising out of any occurrence in connection with the ownership, occupancy, supervision, operation, repair, maintenance or restoration of the Property or arising in connection with any act or omission of or in behalf of the Board, members of the Board, officers elected by the Board, the Manager (as that term is defined in Section A of Article XV hereof), and any Unit Owner, and the agents, employees, lessees, guests or invitees of any of them, and including, without limitation, such acts committed or omissions suffered in a Unit or Units. Such insurance policy or policies shall also: (a) contain a waiver of any rights to subrogation by the insuring company against any of the above named insured persons; and (b) include coverage over on cross liability claims of one insured against another.

(3) Workers' Compensation. The Board shall procure a policy or policies of workers' compensation insurance with reputable insurance carriers as may be necessary to comply with applicable laws of the State of Missouri.

(4) Other Insurance. The Board shall procure such other insurance coverage in such limits and for such purpose as the Board may from time to time deem desirable.

(5) Personal Liability of Unit Owners and Contents of Units. Each Unit Owner or occupant shall be responsible for his own insurance in respect to his personal liability to the extent such liability is not covered by the policies of liability insurance obtained by the Board for the benefit of all the Unit Owners. All policies of casualty insurance carried by each Unit Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Unit Owners as above provided.

Each Unit Owner shall be responsible for his own insurance on the contents of his individual Unit and the furnishings and personal property therein, and his personal property stored elsewhere on the Property, including, without limitation, the contents of those portions of the Limited Common Elements serving his Unit, and the contents of the appropriate section of the basement level of a Building, where applicable.

(6) Waiver of Subrogation. To the extent feasible [except as made mandatory by the provisions of Subsection A(2)(a) of this Article XIV], all policies of insurance required or permitted to be procured hereunder shall contain a provision that no act or omission of any named insured (including the Developer or its officers, directors, partners or the agents or employees of any of them prior to the sale by the Developer of all Unit Ownerships owned by the Developer) shall affect or limit the obligations of the insurance company to pay the amount of any loss sustained. So long as the policies of insurance provided for herein shall provide that a mutual release as provided in this sentence shall not affect the right of recovery thereunder, all named insureds and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by any insurance procured by or at the direction of the Board, regardless of the cause of damage or loss.

(7) Additions to Units or Limited Common Elements. Each Unit Owner shall be required to report all additions, alterations or improvements to his Unit promptly in writing to the Board, without prior request from the Board or any other party, and to reimburse the Board for any additional insurance premiums attributable thereto. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Unit Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board to reimburse the Board for such additional premiums; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements. The Board shall have the authority to assess against each Unit Owner or group of Unit Owners any expense incurred for additional insurance premiums attributable to any additions, alterations or improvements, made with the prior approval of the Board, to any Unit or on or to any of the Limited Common Elements or portions thereof and such assessments shall be deemed to be Special Expenses.

(8) Insurance Trustee. The Board may at its option name as an insured a representative authorized to act for and on behalf of the Association pursuant to an Insurance Trust Agreement, and such representative shall have exclusive authority to negotiate losses and to perform any other necessary and appropriate functions.

B. DAMAGE OR DESTRUCTION; REPAIR, RESTORATION AND RECONSTRUCTION.

Any or all of one or more Buildings or other improvements on or to the Property, as may be damaged or destroyed shall be repaired. The Board shall provide for or cause to be provided for the repair, restoration and reconstruction of the Buildings or other improvements forming a part of the Common Elements or Limited Common Elements which may be damaged or destroyed at any time by whatever cause. Repair, restoration or reconstruction as used in this Section B

of this Article XIV means restoring the damaged or destroyed portion of such Common Elements or Limited Common Elements to substantially the same condition in which it existed prior to the damage or destruction [subject to the provisions of Section A(6) of this Article XIV], with each Unit and such Common Elements having the same vertical and horizontal boundaries as prior to such damage or destruction. If insurance proceeds are insufficient to provide for restoration, the provisions of the Act and this Declaration shall govern; provided, however, no Unit Owner shall have any rights in any insurance proceeds not used for restoration superior to the rights of the holders of first mortgage liens. If any Unit or any part of the Common Elements is destroyed or substantially damaged, the Board shall so notify all institutional holders of first mortgage liens on the damaged or destroyed Unit or Units and all institutional holders of first mortgage liens if the damage or substantial destruction is of Common Elements.

ARTICLE XV
GENERAL POWERS, DUTIES AND RESPONSIBILITIES OF THE BOARD

In fulfilling its purposes set forth in the Declaration, the Board, and its officers, as appropriate, shall have the general powers, duties and responsibilities described in the Act and in this Article XV. The expenses incurred or to be incurred by the Board in exercising such general powers and fulfilling such duties and responsibilities shall be borne by the Unit Owners as provided in Section N of this Article XV.

A. EMPLOYEES.

The Board shall have the authority to retain the services of any persons or entities, including, without limitation, the services of a person or entity to act as manager or managing agent for the Property (herein called the "Manager"), the services of any persons or entities required for the operation, maintenance, repair, improvement or restoration of the Property, Buildings, Common Elements, Limited Common Elements or any part thereof, and legal and accounting services necessary or proper in connection therewith for the enforcement of the provisions hereof and the By-laws, and for the operation and enforcement of the rights of the Board, and to make purchases in connection therewith, and to delegate any of such authority to such persons or entities. Each officer and member of the Board, and any Manager or other employee having access to funds of the Association shall be covered by a fidelity bond in an amount of not less than One Hundred Thousand Dollars (\$100,000.00).

B. FURNISHINGS AND OTHER PERSONALTY FOR COMMON ELEMENTS.

The Board shall acquire and pay for appropriate furnishings and other personalty for use in connection with the Common Elements, and shall provide for the upkeep, maintenance, repair and replacement thereof.

C. CAPITAL IMPROVEMENTS.

The Board may provide for the acquisition or construction of structures, other improvements, additions or

alterations on, in or to the Common Elements or Limited Common Elements of the Property which do not unreasonably interfere with the use and occupancy of any Unit or of any other part of the Property. The cost of any such capital improvements shall be assessed as a Common Expense.

D. DISCHARGE OF LIENS.

The Board shall pay any amount necessary to discharge any charge or claim which constitutes or would ripen into a lien against the Property, or any portion thereof; provided, however, this Section D of Article XV shall not apply to any such charges, claims or liens encumbering exclusively the title of the Unit Ownership of any Unit Owner, which charges, claims or liens if allowed to mature to title to such Unit Ownership, by foreclosure or otherwise, would nevertheless remain subject to this Declaration and the By-laws, and all reservations contained therein and in the initial deed of conveyance of such Unit Ownership from the Developer.

E. OTHER REQUIRED IMPROVEMENTS.

The Board shall provide for the acquisition, construction and payment for any emergency items or other items otherwise required for the preservation and safety of the Property, or any part thereof, or by applicable law or ordinance, or regulations promulgated pursuant thereto or by the Indenture, as the Indenture may be amended from time to time.

F. LEASES, CONCESSIONS AND CONTRACTS.

The Board may lease or grant concessions to or enter into contracts with any person with respect to any part of the Common Elements for a term not in excess of one (1) year, and on such further terms and conditions as it may deem appropriate, provided that such leases, concessions and contracts do not conflict with the terms and provisions hereof and of the By-laws.

G. RECREATIONAL FACILITIES.

The Board may permit the use of the Recreational Facilities by the members of the general public in such numbers as the Board deems, in its discretion, will not interfere with the use of the Recreational Facilities by the Unit Owners, and the Board may charge and collect reasonable fees for such use, in such amounts as it may determine from time to time.

H. TAXES.

The Board shall pay, prior to the day any fine, penalty, interest or cost as may be added thereto or is imposed by law for the non-payment thereof, all assessments levied upon all or any portion of the Common Elements by any governmental body, including the payment of such items under protest. Nothing in this Section H of Article XV shall prohibit the payment of any such items in such installments as may be permitted by law.

I. ASSESSMENTS.

The Board shall obtain and hold funds to be applied in the proper exercise of its authority, power, duties and responsibilities as set forth in this Declaration.

J. STATEMENTS OF ACCOUNT.

Upon ten (10) days' notice to the Board and payment of a reasonable fee, the Board shall furnish any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Each Unit Owner, and each holder of a first mortgage lien on any Unit Ownership shall have the right to inspect current copies of this Declaration, the By-laws, rules, books and records of the Association during normal business hours at the address designated by the Board. Such information shall also be made available to prospective purchasers of Unit Ownerships. In addition, upon the written request of any federal agency or corporation that has an interest or a prospective interest in the condominium, the Association shall provide an audited financial statement of the immediately preceding fiscal year within a reasonable time.

K. RULES AND REGULATIONS.

The Board may from time to time adopt such reasonable rules and regulations consistent with this Declaration and the By-laws as it may deem advisable. Copies of such rules and regulations, and any amendments and supplements thereto and amendments thereof shall be made available to all Unit Owners and occupants of Units in a reasonable and appropriate manner.

L. INDENTURE ASSESSMENTS.

The Board is hereby authorized to act for and on behalf of the Unit Owners concerning the assessment and collection of the Indenture Assessments and shall cast the votes of the Unit Owners in any election or other vote held pursuant to the Indenture. By acceptance of a deed to a Unit Ownership, each Unit Owner shall be deemed to have irrevocably assigned to the Board all of its rights associated with the Indenture Assessments and voting rights under the Indenture, including, without limitation, rights to challenge Indenture Assessment amounts and to resist the collection thereof; provided, however, that the Board assumes and acknowledges its fiduciary duty to exercise such rights and to cast such votes in the best interests of the Unit Owners.

M. OTHER POWERS, DUTIES AND RESPONSIBILITIES.

The Board shall have such other general powers, duties and responsibilities as it shall deem appropriate to keep and make the Property a first-class, single-family residential housing development.

N. BURDEN OF EXPENSES.

(1) All expenses or portions thereof incurred by the Board pursuant to the provisions of any one or more of the foregoing Sections of this Article XV, (unless otherwise expressly provided), shall be Common Expenses and shall be assessed as Common Expenses pursuant to the provisions of the By-laws.

(2) Anything herein contained to the contrary notwithstanding, if any expense incurred by the Board is due to the negligent or willful act or omission of any Unit Owner, occupant or any family member, or invitee, guest or household pet of such person, the Unit Owner and the negligent or willful occupants, if any, jointly and severally, shall be liable for such expenses, and such expenses shall be deemed Special Expenses and shall be assessed by the Board pursuant to the provisions of the By-laws. For purposes of this Section N(2) of Article XV, a Unit Owner shall not be deemed to include any mortgage holder until such mortgage holder has become the owner of the fee simple title to a Unit Ownership by foreclosure or deed in lieu of foreclosure.

(3) If any of the expenses or portions thereof incurred by the Board pursuant to the provisions of subsections (1) or (2) of this Section N of Article XV are covered by insurance proceeds or appropriate monies in the Common Expenses Reserve Fund, then such insurance proceeds shall, and such monies in the Common Expenses Reserve Fund at the option of the Board may, be applied against such assessments levied by the Board and made available for any necessary repair, restoration or reconstruction; any such insurance proceeds available in excess of such expenses incurred by the Board shall be retained as a part of the Common Expenses Reserve Fund and, as provided in the By-laws attached hereto as Exhibit D, shall be treated as if all such amounts are a part of the Common Elements, owned by the Unit Owners in common in accordance with their respective percentages of ownership interest in the Common Elements.

O. STANDARDS.

All present aspects concerning the structure, appearance and aesthetics of the Buildings except the Interior Surfaces (hereinafter called the "Building Standards") and of all other Common Elements including, without limitation, landscaping (hereinafter called the "Area Standards"), shall not be in any way altered, amended, modified or abrogated for a period of thirty-five (35) years from the date hereof without the prior express written consent of the Board, which consent shall not be unreasonably withheld; provided, however, that the Board shall not consent to any modification, alteration, amendment or abrogation that is inconsistent with, or in violation of, the Indenture. If any or all of the Unit Owners shall violate any or all of the Building Standards or Area Standards without such consent of the Board, the Board shall serve notice thereof on the violating Unit Owner or Unit Owners. If within thirty (30) days after service of such notice, such Unit Owner or Unit Owners involved shall fail to diligently commence such work as may be necessary to eliminate

said violation or violations, the Board shall cause such work to be performed. All costs of the Board incurred thereby shall be deemed Special Expenses and shall be assessed against such Unit Owners as provided in the By-laws attached hereto.

P. FUNDS.

The Board shall maintain, as a Common Expense, the Common Expenses Reserve Fund in an amount deemed adequate by the Board, as such amount may change from time to time, and a working capital fund in an amount equal to at least two (2) months' estimated total assessments for Common Expenses.

ARTICLE XVI
LIABILITIES

Neither the Developer, nor its officers, directors, partners or shareholders at any time or times, the Board, and members of the Board, officers of the Association, the Manager, the agents, and employees of any of them (all of the above hereinafter collectively called the "Protected Parties") shall be liable to the Unit Owners or occupants of Units or any other person for any mistake in judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. All Unit Owners, jointly and severally, shall indemnify and hold harmless, protect and defend any and all of the Protected Parties against all claims, suits, losses, damages, costs and expenses, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise incurred in connection therewith provided that the liability of each Unit Owner under this Article XVI shall not exceed the proportion of such cost of indemnification that the percentage interest in the Common Elements owned by such Unit Owner bears to the total cost of such indemnification. The total cost of such indemnification hereunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Board.

ARTICLE XVII
TRANSFER OF UNIT OWNERSHIPS

A. TRANSFER BY SALE OF UNIT OWNERSHIP.

The right of any Unit Owner to sell, transfer, or otherwise convey his Unit Ownership shall not be subject to any right of first refusal or similar restriction.

B. TRANSFER BY LEASE.

Any Unit Owner may lease his Unit Ownership, provided, however, that any such lease shall be in writing, and shall be subject to this Declaration and the By-laws, as each may be amended from time to time. No lease shall be for an initial term of less than thirty (30) days.

C. EMINENT DOMAIN.

If a Unit is acquired by eminent domain or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for his Unit Ownership subject, however, to the rights of all first mortgage lien holders of the Unit Ownership or part thereof so taken, whether or not any Common Element interest is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire Common Element interest, votes in the Association, and Common Expense liability shall be automatically reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities in those Units prior to the taking, and the Association shall promptly prepare, execute, and Record an amendment to this Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section shall thereafter be a Common Element.

Except as provided above, if part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit Ownership. Upon acquisition, (1) the Unit Owner's percentage ownership in the Common Elements, votes in the Association, and Common Expense liability shall be reduced in proportion to the reduction in size of the Unit, and (2) the portion of ownership in the Common Elements, votes and Common Expense liability divested from the partially acquired Unit shall be automatically reallocated to that Unit and the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced interests, votes, and liabilities.

If part of the Common Elements is acquired by eminent domain, the award shall be paid to the Association. The Association shall divide any portion of the award not used for any restoration or repair of the remaining Common Elements among the Unit Owners in proportion to their respective Common Element interests before the taking provided, however, no funds shall be paid to any Unit Owner without the consent of all first mortgage lien holders of the Unit Ownership.

The court decree shall be Recorded in the County of St. Louis, Missouri.

The Board shall notify all mortgagees of any eminent domain proceedings.

ARTICLE XVIII
REMEDIES

In the event of any default by any Unit Owner under the provisions of the Act, Declaration, By-laws or rules and regulations of the Association, including, without limitation, failure to pay any Common Expenses, Special Expenses or Late Charges when due, the Association and the Board shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-laws or rules and regulations

promulgated from time to time by the Board, or which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Unit Ownership, or for damages or injunction or specific performance or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees (whether or not litigation is commenced) and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon and assessed against such defaulting Unit Owner (which interest shall be at a fluctuating rate equal to the publicly announced prime rate of interest of a commercial bank doing business in St. Louis, Missouri, as selected by the Board) and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit Ownership of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Association and the Board, and the Manager if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or the Board.

ARTICLE XIX
MORTGAGES

Nothing herein contained shall preclude a bank, savings and loan association or insurance company from holding a Mortgage on any Unit Ownership, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit Ownership in settlement and satisfaction of said Mortgage or to foreclose the Mortgage in accordance with the terms thereof and the laws of the State of Missouri and such lending institution or any purchaser at foreclosure may bid upon said Unit Ownership at the foreclosure sale and obtain title to said Unit Ownership pursuant to said foreclosure sale.

ARTICLE XX
AMENDMENTS

A. AMENDMENT BY DEVELOPER.

By acceptance of a deed from the Developer, the grantees, their successors and assigns, consent to the amendment of this Declaration by the Developer in its sole discretion until Developer transfers administration to the Association as provided in Article X, and upon acceptance of such a deed, grantees shall execute written consents to any such amendments, provided, however, if the Act shall require

the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any amendment or amendments with respect to such action shall require unanimous consent or agreement as may be provided in the Act or in this Declaration. First lien mortgage holders shall be notified of any amendments hereto. All amendments to this Declaration shall be Recorded.

B. AMENDMENTS REQUIRING CONSENT OF UNIT OWNERS AND MORTGAGEES.

(1) Termination. The consent of all Unit Owners and of all of the eligible first lien holders shall be required to terminate the condominium to expand or contract the condominium, or to add, annex, or withdraw any property to or from the condominium. For purposes of this Declaration, first lien holders shall be entitled to the same number of votes as are attributed to the Unit Ownership on which the lien is held. In order to be eligible to vote, the lien holder must request notification as provided in Article XXII. Not less than seventy-five percent (75%) of the Unit Owners may, by affirmative vote at a meeting of Unit Owners called for such purpose, elect to sell the Property, and such a vote shall be binding on all Unit Owners. All Unit Owners shall cooperate in such a sale. Any dissenting Unit Owner shall be entitled to payment for his interest in the Property in accordance with the terms of the Act.

(2) Other Amendments. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated, and at least fifty-one percent (51%) of the eligible first lien holders' votes shall be required to materially amend any provisions of this Declaration, or the By-laws or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or Fidelity Bonds;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (g) Boundaries of any Unit;
- (h) The interests of the Unit Owners in the Common Elements;
- (i) Convertibility of Units into Common Elements or of Common Elements into Units;
- (j) Leasing of Unit Ownerships;

(k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his Unit Ownership;

(l) Establishment of self-management by the Association if professional management has been required by any federal agency or corporation;

(m) Repair or restoration after a casualty loss not in conformance with the original plans;

(n) Termination of the condominium after substantial destruction or condemnation, and

(o) Reallocation of interests in the Common Elements resulting from partial condemnation or destruction.

(3) Amendments for the Benefit of Mortgagees. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of fifty-one percent (51%) of the eligible first lien holders shall be required to amend any provisions included in this Declaration or the By-laws which are for the express benefit of holders or insurers of first mortgages on any Unit Ownership.

ARTICLE XXI RIGHTS OF ACTION

The Board and any aggrieved Unit Owner shall have a right of action against Unit Owners for failure to comply with the provisions of this Declaration or the By-laws, or with decisions of the Association which are made pursuant to authority granted the Board in such documents. Notwithstanding anything to the contrary contained herein, Unit Owners shall have similar rights of action against the Association.

ARTICLE XXII NOTICES

Notices provided for in the Act, this Declaration or the By-laws shall be in writing and shall be addressed to the Association or the Board, or any Unit Owner, as the case may be, at The Manor Condominiums at Oxford Hill, _____ (indicating thereon the number of the respective Unit or apartment if addressed to a Unit Owner), or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

Any first lien holders or guarantors or insurers of first liens which have filed a written request for notification with the Board shall be given notice of (a) any proposed amendment which requires lien holders' votes pursuant to Article XX, (b) any proposed termination of the condominium, (c) material condemnation or casualty loss which affects any Unit in which such holder, guarantor, or insurer holds, guarantees, or insures an interest, (d) delinquency in assessment payments by a Unit Owner subject to the lien held, guaranteed or insured by the requesting party, and (e) lapse, cancellation or material modification in owners' association insurance.

In addition, upon written request to the Board, the holder of any duly Recorded Mortgage against any Unit Ownership shall thereafter be given copies of any and all other notices permitted or required by this Declaration to be given to the Unit Owner or Unit Owners whose Unit Ownership is subject to such Mortgage.

ARTICLE XXIII SEVERABILITY AND CAPTIONS

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

The captions of the various Articles and Sections are for purposes of reference only, and are not deemed to have any substantive effect. All personal pronouns used herein, whether used in the masculine, feminine or neuter gender, shall include all other genders.

ARTICLE XXIV RIGHTS AND OBLIGATIONS

The rights and obligations of the respective Unit Owners under this Declaration and the By-laws shall be deemed to be covenants running with the land, so long as the Parcel and the Property remain subject to the provisions of the Act, and shall inure to the benefit of and be binding upon each and all of the respective Unit Owners and their respective heirs, executors, administrators, personal representatives, successors, assigns, purchasers, lessees, grantees, mortgagees, and others having or claiming an interest in the Property, subject to the provisions of the Act and this Declaration and the By-laws. Upon the Recording of the acceptance by a Unit Owner at any time of any deed conveying a Unit Ownership or interest therein, such Unit Owner shall be deemed to have accepted and agreed to and be bound by and subject to each and all of the provisions of the Act and this Declaration and the By-laws.

It is contemplated that the Developer shall transfer title to the Property subsequent to the Recording of this Declaration and the By-laws, but prior to the sale of any Unit,

to an entity which will actually conduct the sales of the Units. In the event of such transfer of title to the Property to such entity, said transfer shall not be construed to be a sale of any Units for the purposes of Section B of Article X hereof referring to the time when the Association is to be formed. Further, in the event of such transfer of title to the Property, the Developer named herein shall be automatically relieved after the date of such transfer of all personal liability in respect to the performance of any obligations on the part of the Developer contained in this Declaration, the By-laws or the Act arising out of acts thereafter occurring or covenants thereafter to be performed; it being intended hereby that all the obligations in this Declaration, the By-laws or the Act on the part of the Developer shall be binding upon the Developer, its successors and assigns, only during and in respect of their respective periods of ownership of the Property.

ARTICLE XXV
INCONSISTENT PROVISIONS

The Declaration is subject to the provisions of the Indenture, and the rights, powers and duties of the Board set forth herein shall be exercised only if consistent with the Indenture. In the event the Indenture creates inconsistent rights, powers and duties in the Trustees, such rights, powers and duties of the Trustees will be deemed to supercede those of the Board.

ARTICLE XXVI
PERPETUITIES AND OTHER RULES OF PROPERTY

If any of the privileges, covenants, rights or restrictions created by this Declaration or any other agreement to which the Unit Owners are party would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) any other statutory or common law rules imposing time limits, then such provision shall be construed to continue only until 21 years after the death of the survivor of Jeremy Salvatori of the County of St. Louis, State of Missouri, Jaimie Salvatori of the County of St. Louis, State of Missouri and Jeffrey S. Strauss of the County of St. Louis, State of Missouri.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed as of the day and year first above written.

OXFORD INVESTMENT COMPANY, a
Missouri limited partnership

By Oxford Hill Development
Company, a Missouri
corporation, General
Partner

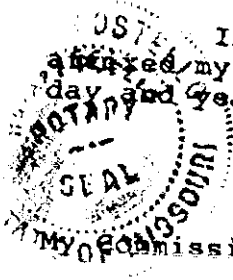
By *Jan Shocker*
JAN SHOCKER
Its VICE-PRESIDENT

ATTEST:
Steven Stone
STEVEN STONE
Its *Secretary*

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

On this 9th day of Sept, 1983, before me appeared JAN NUCKER, to me personally known, who being by me duly sworn did say that she is VICE PRESIDENT of OXFORD HILL DEVELOPMENT COMPANY, the corporate General Partner of OXFORD INVESTMENT COMPANY, a Missouri limited partnership, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said limited partnership, by authority of its limited partnership agreement and by authority of the Board of Directors of said corporation, and she acknowledged said instrument to be the free act and deed of said corporation, as a General Partner of said limited partnership and the free act and deed of said limited partnership.

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



[Signature]
Notary Public

PATRICK D. COSTELLO
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 3/15/85
ST. LOUIS COUNTY

MORTGAGEE'S SUBORDINATION

The undersigned, Metropolitan Life Insurance Company, a New York corporation, being the holder of certain Deeds of Trust and Security Agreements recorded in Book 6515, Page 1860, and Book 6515, Page 1882, hereby consents to the execution and recording of the foregoing Declaration of Condominium Ownership for The Manor Condominiums at Oxford Hills, and the undersigned further agrees that its said Deeds of Trust and Security Agreements and all advances thereunder shall be subject and subordinate to the provisions of the foregoing Declaration of Condominium Ownership, and the exhibits attached thereto; provided, however, that the further written consent of the undersigned must be secured before the within consent and subordination shall be applicable with respect to any amendment or modification of such Declaration of Condominium Ownership. Nothing herein contained shall be deemed to impair in any manner Metropolitan Life Insurance Company's Deeds of Trust and Security Agreements or any other security granted to or held by Metropolitan Life Insurance Company for the indebtedness secured by said Deeds of Trust and Security Agreements.

IN WITNESS WHEREOF, the undersigned has executed this Mortgagee's Subordination as of this 15th day of September, 1983.



METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

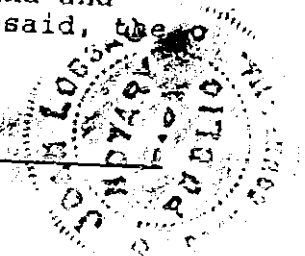
By Gerald F. Garren ^{sig}
Gerald F. Garren
Title ASSISTANT VICE-PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this 15th day of September, 1983, before me appeared GERALD F. GARREN to me personally known, who being by me duly sworn, did say that he is ASSISTANT VICE-PRESIDENT of METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said ASSISTANT VICE-PRESIDENT acknowledged said instrument to be the free act and deed of said corporation.

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

Joan Lossan
Notary Public
JOAN LOSSAN



My Commission Expires:
August 19, 1987

EXHIBIT A

A tract of land being part of "Oxford Hill Plat One", a subdivision recorded in Plat Book 129 Pages 98 - 99, of the St. Louis County Records and part of "Oxford Hill Plat Four", a subdivision recorded in Plat Book 138 Pages 6 - 7 of the St. Louis County Records, in township 46 North-Range 5 East, St. Louis County, Missouri and being more particularly described as:

Beginning at the Northwest corner of the aforementioned "Oxford Hill Plat Four," Thence East along the North Line of "Oxford Hill Plat Four", South 89 degrees 24 minutes 00 seconds East 230 feet, thence leaving said North Line South 00 degrees 36 minutes 00 seconds West 33.49 feet, thence South 43 degrees 26 minutes 35 seconds East 60.39 feet to a point in the centerline of a 20 foot wide drive easement, thence east along said centerline the following: North 36 degrees 14 minutes 27 seconds East 6.90 feet, along a curve to the right having a radius of 75 feet, a distance of 71.16 feet, South 89 degrees 24 minutes 00 seconds East 127.91 feet, along a curve to the right having a radius of 100 feet, a distance of 68.83 feet, South 49 degrees 57 minutes 47 seconds East 61 feet to a point in the centerline of a 20 foot wide drive easement, thence South along said centerline the following: along a curve to the left whose radius point bears South 49 degrees 57 minutes 47 seconds East 490 feet from the last mentioned point, a distance of 93.20 feet, along a curve to the left whose radius point bears South 60 degrees 51 minutes 41 seconds East 100 feet from the last mentioned point, a distance of 60.12 feet, South 05 degrees 18 minutes 30 seconds East 97.16 feet to a point in the North Line of Oxford Hill Drive, thence West along said North Line the following: Along a curve to the left whose radius point bears South 05 degrees 18 minutes 30 seconds East 190 feet from the last mentioned point, a distance of 10.36 feet, along a curve to the left whose radius point bears South 08 degrees 26 minutes 01 seconds East 325 feet from the last mentioned point, a distance of 265.79 feet, along a curve to the right whose radius point bears North 55 degrees 17 minutes 27 seconds West 140 feet from the last mentioned point, a distance of 148.50 feet, North 84 degrees 30 minutes 59 seconds West 147.79 feet, along a curve to the right having a radius of 20 feet, a distance of 29.70 feet, to a point in the East Line of Guelbreth Lane, thence North along said East Line, North 00 degrees 35 minutes 00 seconds East 501.94 feet to the point of beginning and containing 5.2653 acres more or less.

EXHIBIT B

See the "Plat"

EXHIBIT C

THE MANOR CONDOMINIUMS AT OXFORD HILL
PERCENTAGE OF OWNERSHIP INTEREST

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 2, Unit 1	.876041
Bldg. 2, Unit 2	.977365
Bldg. 2, Unit 3	.876041
Bldg. 2, Unit 4	.876041
Bldg. 2, Unit 5	.876041
Bldg. 2, Unit 6	.876041
Bldg. 2, Unit 7	.876041
Bldg. 2, Unit 8	.977365
Bldg. 2, Unit 9	.876041
Bldg. 2, Unit 10	.977365
Bldg. 2, Unit 11	.876041
Bldg. 2, Unit 12	.876041
Bldg. 2, Unit 13	.876041
Bldg. 2, Unit 14	.876041
Bldg. 2, Unit 15	.876041
Bldg. 2, Unit 16	.977365
Bldg. 2, Unit 17	.876041
Bldg. 2, Unit 18	.977365
Bldg. 2, Unit 19	.876041
Bldg. 2, Unit 20	.876041
Bldg. 2, Unit 21	.876041
Bldg. 2, Unit 22	.876041
Bldg. 2, Unit 23	.876041
Bldg. 2, Unit 24	.977365
Bldg. 3, Unit 1	.876041
Bldg. 3, Unit 2	.977365

EXHIBIT C (continued)

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 3, Unit 3	.876041
Bldg. 3, Unit 4	.876041
Bldg. 3, Unit 5	.876041
Bldg. 3, Unit 6	.876041
Bldg. 3, Unit 7	.876041
Bldg. 3, Unit 8	.977365
Bldg. 3, Unit 9	.876041
Bldg. 3, Unit 10	.977365
Bldg. 3, Unit 11	.876041
Bldg. 3, Unit 12	.876041
Bldg. 3, Unit 13	.876041
Bldg. 3, Unit 14	.876041
Bldg. 3, Unit 15	.876041
Bldg. 3, Unit 16	.977365
Bldg. 3, Unit 17	.876041
Bldg. 3, Unit 18	.977365
Bldg. 3, Unit 19	.876041
Bldg. 3, Unit 20	.876041
Bldg. 3, Unit 22	.876041
Bldg. 3, Unit 23	1.752082
Bldg. 3, Unit 24	.977365
Bldg. 4, Unit 1	.977365
Bldg. 4, Unit 2	.977365
Bldg. 4, Unit 3	.715113
Bldg. 4, Unit 4	.876041
Bldg. 4, Unit 5	.715113
Bldg. 4, Unit 6	.876041
Bldg. 4, Unit 7	.977365

EXHIBIT C (continued)

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 4, Unit 8	.977365
Bldg. 4, Unit 9	.977365
Bldg. 4, Unit 10	.977365
Bldg. 4, Unit 11	.715113
Bldg. 4, Unit 12	.876041
Bldg. 4, Unit 13	.715113
Bldg. 4, Unit 14	.876041
Bldg. 4, Unit 15	.977365
Bldg. 4, Unit 16	.977365
Bldg. 4, Unit 17	.977365
Bldg. 4, Unit 18	.977365
Bldg. 4, Unit 19	.715113
Bldg. 4, Unit 20	.876041
Bldg. 4, Unit 21	.715113
Bldg. 4, Unit 22	.876041
Bldg. 4, Unit 23	.977365
Bldg. 4, Unit 24	.977365
Bldg. 4, Unit 25	.977365
Bldg. 4, Unit 26	.977365
Bldg. 4, Unit 27	.715113
Bldg. 4, Unit 28	.876041
Bldg. 4, Unit 29	.715113
Bldg. 4, Unit 30	.876041
Bldg. 4, Unit 31	.977365
Bldg. 4, Unit 32	.977365
Bldg. 5, Unit 1	.977365
Bldg. 5, Unit 2	.977365
Bldg. 5, Unit 3	.715113
Bldg. 5, Unit 4	.876041

EXHIBIT C (continued)

<u>Building & Unit</u>	<u>% Ownership</u>
Bldg. 5, Unit 5	.715113
Bldg. 5, Unit 6	.876041
Bldg. 5, Unit 7	.977365
Bldg. 5, Unit 8	.977365
Bldg. 5, Unit 9	.977365
Bldg. 5, Unit 10	.977365
Bldg. 5, Unit 11	.715113
Bldg. 5, Unit 12	.876041
Bldg. 5, Unit 13	.715113
Bldg. 5, Unit 14	.876041
Bldg. 5, Unit 15	.977365
Bldg. 5, Unit 16	.977365
Bldg. 5, Unit 17	.977365
Bldg. 5, Unit 18	.977365
Bldg. 5, Unit 19	.715113
Bldg. 5, Unit 20	.876041
Bldg. 5, Unit 21	.715113
Bldg. 5, Unit 22	.876041
Bldg. 5, Unit 23	.977365
Bldg. 5, Unit 24	.977365
Bldg. 5, Unit 25	.977365
Bldg. 5, Unit 26	.977365
Bldg. 5, Unit 27	.715113
Bldg. 5, Unit 28	.876041
Bldg. 5, Unit 29	.715113
Bldg. 5, Unit 30	.876041
Bldg. 5, Unit 31	.977365
Bldg. 5, Unit 32	<u>.977365</u>
	<u>100.000000</u>

EXHIBIT D

BY-LAWS

OF

THE MANOR CONDOMINIUMS AT OXFORD HILL, INC.

ARTICLE I

MEMBERS

(UNIT OWNERS)

Section 1. The members of THE MANOR CONDOMINIUMS AT OXFORD HILL, INC., a not-for-profit corporation organized under the provisions of The General Not for Profit Corporation Law of the State of Missouri, Chapter 355, Missouri Revised Statutes (1978) [which corporation is hereinafter called the "Association"], shall consist of the respective Unit Owners of the Property located at 10374 Chimney Rock Drive, 10381 Oxford Hill Drive, 10367 Oxford Hill Drive and 10358 Chimney Rock Drive, St. Louis, Missouri 63141, in accordance with the respective percentages of ownership interest in the Common Elements owned by the respective Unit Owners, as said defined terms and all other defined terms used in these By-laws are defined in the Declaration of Condominium Ownership (the "Declaration") for THE MANOR CONDOMINIUMS AT OXFORD HILL, which Declaration is recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri, and appended to which Declaration as Exhibit "D" thereto is a copy of these By-laws. (The words "member" or "members" as used in these By-laws under The General Not for Profit Corporation Law of the State of Missouri, mean and shall refer to a "Unit Owner" or the "Unit Owners", as the case may be, referred to in the Declaration and the Act).

Section 2. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his Unit Ownership, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such Unit Ownership. The Association may issue certificates evidencing membership therein.

Section 3. Meetings of Unit Owners shall be held on the Property or at such other place in St. Louis County, Missouri as may be specified in the notice of the meeting. An annual meeting of the Unit Owners shall be held on April 1 of each year (the first annual meeting being the April 1 immediately following the date of incorporation of the Association), at 7:00 P.M., Central Standard Time or at such other date or hour specified in the written notice of such meeting. Special meetings of the Unit Owners may be called by the President or by a majority of the Board of Directors, or by Unit Owners having at least one-fourth of the votes entitled to be cast at such meeting.

Section 4. The aggregate number of votes for all Unit Owners shall be one hundred (100), which shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. The Developer may exercise the voting rights with respect to unsold Unit Ownerships while owned by the Developer.

Section 5. In all elections for members to the Board of Directors (referred to in the Declaration and in the Act as the "Board of Managers", but referred to as the "board of directors" in The General Not for Profit Corporation Law of the State of Missouri, and sometimes referred to herein as the "Board" or the "Board of Managers"), each Unit Owner shall be entitled to vote on a cumulative voting basis.

Section 6. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a Majority of the votes entitled to be cast at such meeting.

ARTICLE II
BOARD OF DIRECTORS
(BOARD OF MANAGERS)

Section 1. The Board of Managers of the Association shall consist of nine (9) Directors who shall each be elected at each annual meeting of the Unit Owners in accordance with this Section 1 of Article II. The word "Director" as sometimes used herein shall mean a person elected to and serving on the Board. Two (2) Directors shall be elected by the Unit Owners in Building 10374, two (2) Directors shall be elected by the Unit Owners in Building 10381, two (2) Directors shall be elected by the Unit Owners in Building 10367 and two (2) Directors shall be elected by the Unit Owners in Building 10358. The ninth (9th) Director shall be elected by the Unit Owners in Building 10374 at the first (1st) annual meeting and at each fourth (4th) annual meeting occurring thereafter, by the Unit Owners in Building 10381 at the second (2nd) annual meeting and at each fourth (4th) annual meeting occurring thereafter, by the Unit Owners in Building 10367 at the third (3rd) annual meeting and at each fourth (4th) annual meeting occurring thereafter, and by the Unit Owners in Building 10358 at the fourth (4th) annual meeting and at each fourth (4th) annual meeting occurring thereafter; provided, however, that the Developer may designate said ninth (9th) Director up to and including such time as all Unit Ownerships have been sold by the Developer. The first Board named in the Articles of Incorporation of the Association shall hold office until the earlier of sixty (60) days after the sale by the Developer of seventy-five percent (75%) of the Unit Ownerships or three (3) years after the Recording of the Declaration; provided, however, that the Developer may designate one (1) member of the Board until all Unit Ownerships have been sold. Subject to the foregoing, each Director shall hold office for the term of one (1) year and until his successor shall be duly elected and qualified.

Section 2. Each Director shall be a Unit Owner (or the spouse of a Unit Owner or, if a Unit Owner is a corporation, partnership or trust, a Director may be an officer, partner, trustee or beneficiary of such Unit Owner) in the Building whose Unit Owners he or she represents, except for the Directors nominated or designated by the Developer. If a Director shall cease to meet the foregoing qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. The Unit Owners may not alter the number of persons on the Board or the manner in which the Directors are chosen. Any vacancy occurring on the Board shall be filled by election by the Unit Owners from the appropriate Building at the next annual meeting or at a special meeting of Unit Owners called for such purpose.

Section 4. An annual meeting of the Board shall be held immediately following the annual meeting of Unit Owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. Anything herein contained to the contrary notwithstanding, the presence of a Director at any meeting shall be deemed to waive the requirements for the giving of notice of such meeting to such Director.

Section 5. Except for members of the first Board of Directors named in the Articles of Incorporation of the Association and the Director, if any, designated by the Developer pursuant to Section 1 hereof, any Director may be removed from office by the vote of at least two-thirds of the votes of all Unit Owners of the Building which such Director represents.

Section 6. Directors shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted at a meeting of the Unit Owners. Out-of-pocket costs necessarily incurred, such as stationery, postage or other similar items, may be appropriately advanced or reimbursed to Directors. Nothing herein contained shall prohibit the Board from hiring or retaining and compensating a Director for any proper purpose in some capacity other than that of Director, provided that such retention and compensation shall be on reasonably competitive terms.

Section 7. The Board shall have the following powers and duties:

(a) To elect the officers of the Association as hereinafter provided;

(b) To administer the affairs of the Association and of the Property;

(c) To engage the services of a Manager who shall manage and operate the Property and the Common

Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property, Common Elements, Limited Common Elements (where applicable), laundry facilities and Recreational Facilities, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements (where applicable), and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Manager;

(g) To provide for the designation, hiring and removal of employees and other personnel, including attorneys and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property, Common Elements and Limited Common Elements (where applicable), and to delegate any such powers to the Manager (and any such other employees or personnel who may be the employees of the Manager), as hereinafter provided and as is provided in the Declaration;

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided and as provided in the Declaration;

(i) To comply with the instructions of a Majority of the Unit Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(j) To cast the votes of the Unit Owners at elections held by the Trustees pursuant to the Indenture;

(k) To exercise all other powers and duties of the Board or Unit Owners as a group referred to in the Act, and all powers and duties of a board of directors referred to in The General Not for Profit Corporation Law of the State of Missouri, and all powers and duties of a Board of Managers or a Board of Directors referred to in the Declaration or these By-laws.

Anything herein or in the Declaration contained to the contrary notwithstanding, until the organization of the Board, all rights, titles, powers, privileges, trusts, duties and

obligations vested in and imposed upon the Board shall be vested in and imposed upon the Developer, notwithstanding the fact that such organization shall not then have been accomplished.

ARTICLE III
OFFICERS

Section 1. The following officers of the Association shall be elected by the Board at the initial Board meeting and at each annual meeting thereafter:

(a) A President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) A Vice-President, who shall be a Director and who shall, in the absence of or in the case of the disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Manager;

(d) A Treasurer, who shall keep the financial records and books of account, and who may be a representative of the Manager, and

(e) Such additional officers as the Board may, from time to time, deem necessary or appropriate in the exercise of its functions.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may determine.

Section 3. Each officer shall hold office for the term of one (1) year and until his successor shall have been duly elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time by the Board at a special meeting thereof.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Unit Owners. Reasonable out-of-pocket costs and expenses necessarily incurred, such as stationery, postage or other similar items, may be appropriately advanced or reimbursed to officers. Nothing herein contained shall prohibit the Board from hiring or retaining and compensating an officer for any proper purpose in some capacity other than that of an officer, provided that such retention and compensation shall be on reasonably competitive terms.

ARTICLE IV
ASSESSMENTS

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses, including, without limitation, Indenture Assessments, Special Expenses and the Common Expenses Reserve Fund, and cash requirements for the year, including salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, snow removal, insurance, fuel, power and other common utilities, management fees and other Common Expenses (as distinguished from individual mortgage payments, real estate taxes and individual telephone, electricity and other individual utility expenses billed or charged to the separate Unit Owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry facilities and other Common Elements. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than ninety (90) days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of all Common Expenses, except Indenture Assessments, plus each Unit Owner's equal Indenture Assessment as provided in the Declaration for such year as shown by the annual budget. Except for the Indenture Assessments, which will be equal for all Unit Owners, such proportionate share for each Unit Owner shall be in accordance with his respective percentage ownership interest in the Common Elements as set forth in Exhibit "C" to the Declaration. The Board may cause to be sent to each Unit Owner on or before the first day of each month a statement of the monthly assessment of such Unit Owner for such month, but the failure to send or to receive such monthly statement shall not relieve any Unit Owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first (1st) day of each month to the Manager or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment for Common Expenses by abandoning or not using his Unit or the Common Elements.

Section 3. Each Unit Owner other than the Developer shall pay, commencing with the respective closing dates of purchase of their respective Unit Ownerships, as their

respective monthly assessments for the Common Expenses, one-twelfth (1/12) of the estimated annual budget for the first fiscal year, as estimated by the Manager and approved by the Board, multiplied by their respective percentages of ownership interest in the Common Elements. Assessments for fractions of a month shall be pro-rated. Until said commencement of the first fiscal year of the Association, the Developer shall pay, with respect to all unsold Unit Ownerships owned by the Developer, the excess of: (a) the actual amount of operating expenses from time to time required to be paid for the operation of the Property for said period, over (b) the aggregate amount of the monthly assessments from time to time payable for said period determined as hereinabove provided in this Section 3 for Unit Owners other than the Developer. Commencing with the first fiscal year of the Association, the monthly assessments to be paid by the Developer as the Unit Owner of any Unit Ownerships remaining unsold shall be determined in the same manner as provided for other Unit Owners herein. All income and revenues derived from the Property by the Developer until the earlier of sixty (60) days after the sale by the Developer of seventy-five percent (75%) of the Unit Ownerships or three (3) years after the date of the Recording of the Declaration shall be the sole property of the Developer.

Section 4. Within ninety (90) days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. The Board shall cause to be kept a separate account for each Unit Owner showing the respective assessments charged to and paid by such Unit Owner, and the status of such Unit Owner's account from time to time. Upon ten (10) days' notice to the Board, and the payment of a reasonable fee, any Unit Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget. Said supplemental assessment shall become effective commencing with the monthly assessment which is due next following the delivery or mailing of such supplemental budget.

Section 7. At the time each Unit Ownerships is first purchased from the Developer, the purchasing Unit Owner shall pay to the Manager, or as otherwise directed by the Board, an

amount equal to three (3) times the first full monthly assessment for such Unit Owner, which amount shall be used and applied to the Common Expenses Reserve Fund. The amounts so paid by Unit Owners for the Common Expenses Reserve Fund, together with amounts paid from time to time by Unit Owners for monthly assessments, supplemental assessments and Special Expenses shall be held and used and applied from time to time for the payment of Common Expenses as and when needed. All such amounts from time to time on hand and unexpended shall be treated as if they are part of the Common Elements and shall be owned in common by the Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements.

Section 8. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership interest in the Common Elements as set forth in the Declaration, and as assessed in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any applicable Special Expenses when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in the Property and his Unit Ownership, and such Unit Owner shall relinquish all voting rights in the Association until the time all delinquent assessments (plus interest allowed by law) are paid. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-laws, or as otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 9. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses and applicable Special Expenses incurred, and such records and the vouchers authorizing the payments of such Common Expenses and Special Expenses shall be available for examination by the Unit Owners at convenient hours during business days. Such payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V USE AND OCCUPANCY RESTRICTIONS

Section 1. Each Unit shall be used for single-family residential purposes, and for no other purpose, by the Unit Owner and his family, or by the person or persons to whom the Unit Owner shall have leased his Unit Ownership, subject to the provisions with respect to leasing contained in the Declaration. No business activities shall be carried on in any Unit; provided, however, nothing herein contained shall prohibit the Developer (and its successor or mortgage lenders by way of substitution) from utilizing any Unit for display or rental purposes prior to the sale of such Unit Ownership.

Section 2. The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the Unit Owners, the members of the immediate family of each Unit Owner, and the guests and other authorized occupants and visitors of each Unit Owner, and for such other purposes which

are incidental to the residential use of the respective Units; provided, however, the parking areas, Manager's office, recreational areas and other special areas shall be used for such purposes as approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner. The Association and the Board, and their authorized employees and representatives, shall have access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, Limited Common Elements or any portion thereof.

Section 3. No animals shall be raised or kept in any Unit except for dogs, cats or other household pets of a Unit Owner, provided that such household pets: (a) shall not be kept for any commercial purposes; (b) shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board; and (c) shall not, in the sole judgment of the Board, constitute a nuisance to others.

Section 4. No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the sole judgment of the Board cause unreasonable noise or disturbance to others.

Section 5. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the rate, or cause the cancellation of, insurance on other Units or on the Common Elements or Limited Common Elements. No Unit Owner shall display, hang, store or use any signs, clothing, sheets, blankets, laundry or other articles on his balcony or porches or outside his Unit or at or on any other space which may be visible through his windows from the outside of the particular Building (other than draperies, curtains or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning or outside radio or television antenna or other equipment, fixtures or items of any kind, without the prior written permission of the Board or Manager.

Section 6. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner in the incinerator located on the Property or as otherwise prescribed from time to time in administrative rules and regulations of the Board.

Section 7. Until all Unit Ownerships have been sold by the Developer and the Units occupied by the purchasers thereof, the Developer may use and show one or more of such unsold or unoccupied Units as a model apartment or apartments and may maintain a sales office and customary signs in connection therewith.

Section 8. The Common Elements shall not be damaged by any Unit Owner, whether from within or outside of his respective Unit, nor shall any Unit Owner cause damage to other Units, whether by himself or by members of his immediate family, guests or other authorized occupants or visitors of such Unit Owner.

Section 9. Articles of personal property belonging to any Unit Owner (such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles) shall not be stored or kept in or upon the Common Elements.

Section 10. No Unit Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause (in the judgment of the Board) an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to any plumbing system or any air-conditioning or heating system which is part of the Limited Common Elements or serves the Common Elements without the prior written consent of the Association, Board or Manager.

ARTICLE VI
GENERAL POWERS OF THE BOARD

In fulfilling its purposes set forth in the Declaration, the Board and its officers, as appropriate, shall have the general powers, duties and responsibilities described in the Declaration. The expenses incurred by the Board in exercising such general powers and fulfilling such duties and responsibilities shall be borne by the Unit Owners as provided in the Declaration and these By-laws. The Board is hereby expressly given authority to engage the services of a Manager.

ARTICLE VII
AMENDMENTS

These By-laws may be amended or modified from time to time by action or approval of a Majority of the Unit Owners; provided, however, in those instances where the Declaration provides that a greater percentage of votes of the Unit Owners is required or where consent is required to be obtained from eligible first lien holders, the Declaration shall govern and, further, provided that By-laws affecting the Developer shall not be amended or modified without the written consent of the Developer for a period of two (2) years after the Recording of the Declaration. Such amendments shall be Recorded in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Adopted this ____ day of _____, 19__.