

82 75

THE VERSAILLES
CONDOMINIUMS

DECLARATION OF CONDOMINIUM
OWNERSHIP AND BY-LAWS

EXHIBIT A - PLAT: Plat Book 45 Page 29

EXHIBIT B - PERCENTAGE TABLE

*Recorded
JAN 6, 1981*



JAN 6 2 55 PM '81

SHARON CARPENTER
RECORDER

Rm#103

THE VERSAILLES
CONDOMINIUM

DECLARATION OF CONDOMINIUM
OWNERSHIP AND BY-LAWS

TABLE OF CONTENTS

ARTICLE I - DEFINITIONS	2
ARTICLE II - UNITS	3
1. Description and Ownership	3
2. Certain Structures Not Constituting Part of a Unit	3
ARTICLE III - COMMON ELEMENTS	3
1. Description	3
2. Ownership of Common Elements	4
ARTICLE IV - GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS	4
1. Submission of Property to "Condominium Property Act"	4
2. No Severance of Ownership	4
3. Easements	4
(a) Encroachments	4
(b) Easements for Certain Utilities	5
(c) Easements through Walls within Units	5
(e) Easements to Run with Land	5
4. Use of Common Elements	5
(a) Regulation by <u>Board of Managers</u>	5
(b) Management, Maintenance, Repairs, Alterations, and Improvements	6

(c) Use of Common Elements	6
(1) Appurtenances	6
(2) Exclusive Use Areas	6
(3) Restricted Use Areas	7
5. Maintenance of Units	7
(a) By the Board	7
(b) By Each Owner	7
(c) No Contractual Liability of Board	8
6. Repairs to Common Elements Necessitated by Owner's Acts	8
7. Defects	9
8. Effect of Insurance or Construction Guarantees	9
ARTICLE V. - UNIT OWNERS	9
1. Voting Rights	9
2. Cumulative Voting	10
3. Annual Meetings	10
4. Special Meetings	10
5. Notice of Meeting	10
6. Place of Meeting	10
7. Quorum, Majority Vote	10
8. Adjournment of Meeting	11
ARTICLE VI - BOARD OF MANAGERS	11
1. Number, Qualifications	11
2. Election, Term of Office	11
3. Removals	11

4.	Vacancies	11
5.	Organizational Meeting	11
6.	Regular Meetings	11
7.	Special Meetings	11
8.	Waiver of Notice	11
9.	Quorum Majority Vote	12
10.	Minutes	12
11.	Compensation of Board	12
12.	Liability of the Board	12
13.	Managing Agent	13
14.	Powers and Duties of the Board	13
	(a) Services	13
	(b) Property Insurance	13
	(c) Liability Insurance	13
	(d) Worker's Compensation Insurance	14
	(e) Employees	14
	(f) Maintenance of Common Elements	14
	(g) Maintenance of Property	14
	(h) Mechanic's Liens	14
	(i) Maintenance of Individual Units	14
	(j) Right of Inspection	15
	(k) Limitation	15
	(l) Execution of Contracts	15
	(m) Rules and Regulations	15
	(n) Concessions	15

ARTICLE VII - OFFICERS -----	15
1. Election -----	15
2. Removal of Officers -----	16
3. President -----	16
4. Vice President -----	16
5. Secretary -----	16
6. Treasurer -----	16
7. Compensation of Officers -----	16
ARTICLE VIII - DETERMINATION AND PAYMENT OF ASSESSMENTS -----	16
1. Obligation of Owners to Pay Assessments -----	16
2. Preparation of Estimated Budget -----	17
3. Reserve for Contingencies and Replacements -----	17
4. Budget for First Year -----	18
5. Failure to Prepare Annual Budget -----	18
6. Books and Records of Board -----	18
7. Status of Funds Collected by Board -----	19
8. Remedies for Failure to Pay Assessments -----	19
9. Security Deposits from Certain Owners -----	19
ARTICLE IX - COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY -----	20
1. Purpose of Property -----	20
2. Obstructions of Common Elements -----	20
3. Hazardous Use and Waste -----	21

4.	Exterior Exposure of Building	21
5.	Pets	21
6.	Nuisances	21
7.	Impairment of Structural Integrity of Building	21
8.	Prohibited Activities and Signs	21
9.	Laundry and Rubbish in Common Elements	22
10.	Lounging or Storage in Common Elements	22
11.	Alterations of Common Elements	22
12.	Display of Model Units by the Sponsor	22
13.	Parking Areas	22
ARTICLE X - SALE, LEASING OR OTHER ALIENATION		22
1.	Sale or Lease	22
2.	Gift	23
3.	Devise	23
4.	Transfers by Owner to Which Option Does Not Apply	24
5.	Involuntary Sale	25
	(a) Option to Purchase	25
	(b) Foreclosure of Mortgage or Deed of Trust	25
	(c) Option to Cure Default	25
6.	Consent of Voting Members	26
7.	Release, Waiver, Exceptions to Option	26
8.	Proof of Termination of Option	26
9.	Financing of Purchase under Option	26

(a) Assessments -----	26
(b) Borrowing -----	27
10. Title to Acquired Interests -----	27
11. Responsibility of Transferees for Unpaid Assessments -----	27
ARTICLE XI - DAMAGE OR DESTRUCTION AND	
RESTORATION OF BUILDINGS -----	27
1. Sufficient Insurance -----	27
2. Insufficient Insurance -----	28
ARTICLE XII - SALE OF THE PROPERTY -----	28
ARTICLE XIII - REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS, AND REGULATIONS -----	
1. Abatement and Enjoinment -----	28
2. Involuntary Sale -----	29
ARTICLE XIV - GENERAL PROVISIONS -----	30
1. The Sponsor's Rights Pending Sale of All of Unit Ownerships -----	30
2. Copies of Notices to Mortgage Lenders -----	30
3. Service of Notices on the Board -----	30
4. Land Trustee Holding Title to Unit -----	30
5. Borrowing by the Board -----	30
6. Covenants to Run with Land -----	31
7. Non-Waiver of Covenants -----	32
8. Amendments to Declaration -----	32
9. Severability -----	32
10. Interpretation of the Declaration -----	32

THE VERSAILLES
CONDOMINIUM

DECLARATION OF CONDOMINIUM OWNERSHIP AND BY-LAWS

THIS DECLARATION is made and entered into this _____ day of January, 1981, by O'Fallon Investment Company, a Missouri corporation, hereinafter called "the Sponsor";

Whereas, the Sponsor is the owner of a certain parcel of real estate, located at 709 South Skinker Blvd., in the City of St. Louis, Missouri, the legal description of which is as follows:

Lots Nos. 95 and 96 of DeMun Park, a subdivision according to plat recorded in Plat Book 21 page 30, and in Block No. 5934 of the City of St. Louis, having an aggregate front of 175 feet, more or less, on the West line of Skinker Boulevard by a depth Westwardly of 156 feet 11-1/2 inches, more or less, on the South line of said Lot No. 96, and 150 feet 3-3/4 inches, more or less, on the North line of said Lot No. 95, to the East line of a North and South alley; bounded North by the South line of Rosebury Avenue and South by the North line of Lot No. 97 of DeMun Park, a subdivision, as aforesaid.

WHEREAS, the Sponsor desires to submit said real estate together with all improvements and other permanent fixtures thereon, and all rights and privileges pertaining thereto (hereinafter called the "Property") to the provisions of the statute commonly known as the "Condominium Property Act" of the State of Missouri, Chapter 448, Missouri Revised Statutes, as amended from time to time (hereinafter called the "Act"); and

WHEREAS, the Sponsor desires and intends that the several owners, mortgagees, occupants, and other persons hereafter acquiring any interest in said development shall at all times enjoy the benefits of, and shall hold their interest subject to the rights, easements, privileges, and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the co-operative aspect of such development and are established for the purpose of enhancing the value, desirability, and attractiveness of the Property.

NOW, THEREFORE, O'Fallon Investment Company, a Missouri corporation, as the owner of the real estate described above, and for the foregoing purposes, declares as follows:

ARTICLE I. DEFINITIONS

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Parcel - The entire tract of real estate described above.

Property - All the land, property, and space comprising the parcel, all improvements, and structures erected, constructed, or contained thereon, including the buildings and all easements, rights, and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit, or enjoyment of the unit owners.

Unit - A part of the property including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for any type of independent use and having lawful access to a public way, and more specifically described hereafter in Article II.

Common Elements - All portions of the Property except the Units.

Unit Ownership - A part of the property consisting of one unit and the undivided interest in the common elements appurtenant thereto.

Appurtenance - A portion of the common elements contiguous to and serving exclusively a single unit or two adjoining units as an inseparable appurtenance thereto. By way of illustration (but not limitation) said term includes such portions of the perimeter walls, floors, and ceilings, doors, vestibules, windows and entryways, and of all associated fixtures and structures, including fireplaces, therein as lie outside the Unit Boundaries. In addition to the foregoing, air conditioning equipment located outside of a Unit and serving only one Unit shall be deemed an appurtenance to the Unit it serves, but such heating equipment is not an appurtenance.

Exclusive Use Areas - A portion of the common elements other than an appurtenance, designed or intended for independent and exclusive use by individual owners. By way of illustration (but not in limitation), said term includes at least one automobile parking space per unit, and storage lockers.

Restricted Use Areas - A portion of the common elements other than an appurtenance or an exclusive use area, designed or intended for such independent and concurrent use by all owners, as is not integral to the use and enjoyment of the

units as independent single family dwellings. By way of illustration (but not in limitation), said term includes all recreation areas, laundry areas, and apartment of the custodian or manager, if any.

Owner - The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

Occupant - person or persons, other than owner, in possession.

Person - A natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

ARTICLE II. UNITS

1. Description and Ownership. All units in the building located on the Parcel are delineated on the survey attached as Exhibit "A" hereto and made a part of this Declaration. It is understood that each unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof in Exhibit "A". Every deed, lease, mortgage, or other instrument may legally describe a unit by its identifying number or symbol as shown on Exhibit "A", and every such description shall be deemed good and sufficient for all purposes. No unit owner may, by deed, plat, or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on Exhibit "A".

2. Certain Structures Not Constituting Part of a Unit. Except as a tenant in common with other owners, no Owner shall own any pipes, wires, ducts, conduits, public utility lines, or structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the unit.

ARTICLE III. COMMON ELEMENTS

1. Description. Except as otherwise provided herein, the Common Elements shall consist of all portions of the Property, except the Units. Without limiting the generality of the foregoing, the Common Elements shall include (i) the driveway, the land, all stairways, halls, courtyards, lobbies, and corridors; (ii) appurtenances, Exclusive Use Areas, and Restricted Use Areas; (iii) all pipes, ducts, flues, chutes, conduits, wires and other utility installations to (but not at)

the outlets; and (iv) such components parts of walls, floors, ceilings, and other structures and installations as are outside of the Unit boundaries as delineated or described on the survey attached as Exhibit "A" hereto.

2. Ownership of Common Elements. Each owner shall own an undivided interest in the Common Elements as a tenant in common with all the other owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. The Sponsor has determined each Unit's corresponding percentage of Ownership in the Common Elements in accordance with the Act, as set forth in Exhibit "B" attached hereto.

ARTICLE IV. GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

1. Submission of Property "Condominium Property Act". The Property is hereby submitted to the provisions of the "Condominium Property Act" of the State of Missouri, as amended from time to time.

2. No Severance of Ownership. No owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

3. Easements.

(a) Encroachments. In the event that, by reason of the construction, reconstruction, settlement or shifting of the building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts, or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, valid easements for the maintenance of such encroachment and for the use of such adjoining space shall exist for the benefit of such unit and

the Common Elements, as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said owner or Owners.

(b) Easements for Certain Utilities. The Board of Managers, as hereinafter provided, may hereafter grant easements for utility purposes for the benefit of the Property, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, and electrical conduits, and wires over, under, along and on any partition of the Common Elements; and each Owner hereby grants the board an irrevocable power of attorney to execute, acknowledge, and record, for and in the name of such Owner, such instruments as may be necessary to effectuate the foregoing.

(c) Easements through Walls within Units. Easements are hereby declared and granted to install, lay, maintain, repair, and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of the Units, whether or not such walls lie in whole or in part within the Unit boundaries.

(d) Easements to Run with Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in the Property or any part or portion thereof. Reference in the deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees, of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

4. Use of Common Elements.

(a) Regulation by Board of Managers. No person shall use the Common Elements or any part thereof in any manner contrary to such rules and regulations pertaining thereto as may be adopted by the Board from time to time, as provided in Paragraph 14(m) of Article VI. Without in any manner limiting

the generality of the foregoing, the Board shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to owners and their respective families, guests, invitees, and servants, as well as to provide for the exclusive use by an Owner and his guests, for specific occasions, of the Restricted Use Areas. Such use may be conditioned upon, among other things, the payment by the Owner of such assessment as may be established by the Board for the purpose of defraying costs thereof.

(b) Management, Maintenance, Repairs, Alterations, and Improvements. Except as otherwise provided herein, management, repair, alteration and improvement of the Common Elements shall be the responsibility of the Board. The Board may delegate all or any portions of its authority to discharge such responsibility to a manager or managing agent. Such delegation may be evidenced by a management contract (which shall not exceed two years in duration) which shall provide for reasonable compensation of said manager or managing agent to be paid out of the maintenance fund.

(c) Use of Common Elements. Subject to the rules and regulations from time to time promulgated by the Board, all Owners may use the Common elements in such manner as will not restrict, interfere, or impede with the use thereof by the other Owners, except as follows:

- (1) Appurtenances. Each owner is hereby granted an exclusive and irrevocable license to use and enjoy the appurtenances to his Unit.
- (2) Exclusive Use Areas. Each Owner is hereby granted an exclusive but revocable license to use and enjoy such space and facilities located in Exclusive Use Areas of the Property as the Board may from time to time allocate to such Owner; provided, however, that the Board reserves the right at any time and from time to time revoke such license and to reassign the use of such space and facilities in accordance with such standards as it may establish. The Board further reserves the right to require that maintenance of any Exclusive Use Area shall be the sole responsibility of the licensee. Provided, however, that each Owner shall have the irrevocable right to use one parking space and one storage locker, to be assigned by the Board, so long as such owner is not delinquent in the payment of assessments or otherwise in default of his obligations hereunder.

- (3) Restricted Use Areas. The use of all space in the Restricted Use Areas shall be under the sole control and management of the Board, which may (without limiting the generality of the foregoing) (a) determine the use of such areas, and change such use from time to time; (b) provide for the furnishing and equipment for such areas; (c) deny access to such areas to Owners who are delinquent in the payment of assessments or who are otherwise in default in their obligations hereunder; (d) exercise such other rights as it may deem necessary to assure that such areas be used, furnished and be maintained in a manner which will contribute to the best interest of all of the Owners.

5. Maintenance of Units.

(a) By the Board. The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, of each Unit which contribute to the support of the building, excluding, however, interior walls, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility or heating services which may be located within the Unit boundaries as specified in Article II, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provisions of the Declaration, and shall be responsible for the repair of damage to a Unit caused by such facilities or repair, or maintenance thereof.

The Board shall also repair or correct any damage to Unit 102 caused by leakage from valves for hot water heat, which are located in that unit. The owner of Unit 102 shall give the Board notice of any such leaks within a reasonable time. The Board shall have reasonable access to Unit 102 in order to adjust and maintain such valves.

(b) By Each Owner. The responsibility of each Owner shall be as follows:

(1) to maintain, repair, and replace at his expense all portions of his Unit, and all internal installations of such Unit such as appliances, heating, plumbing, electrical, and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Article II;

(2) to maintain, repair, and replace at his expense such portions of the Appurtenances to his Unit and of any Exclusive Use Area licensed, granted or otherwise assigned to such Owner, as the Board shall from time to time determine; until such time as the Board determines to the contrary, each Owner shall be responsible for the repair, maintenance and appearance of all windows, doors, vestibules and entry-ways, air conditioning units, and of all associated structures and fixtures therein, which are Appurtenances to his Unit. The foregoing includes, without limitation, responsibility for all breakage, damage, malfunctions and ordinary wear and tear of such Appurtenances;

(3) to perform his responsibilities in such manner as not to unreasonably disturb other persons residing within the building;

(4) not to paint or otherwise decorate or change the appearance of any portion of the building not within the walls of his Unit, unless the written consent of the Board is obtained;

(5) to report promptly to the Board or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Board; and

(6) not to make any alterations in the portions of the Unit or the building which are to be maintained by the Board or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the building without first obtaining the written consents of the Board and of the Owner or Owners for whose benefit such easements exist.

(c) No Contractual Liability of Board. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from their negligence.

6. Repairs to Common Elements and other Units Necessitated by Owner's Acts. Each Owner shall maintain, repair and replace at his expense all portions of the Common Elements and other Units which may be damaged or destroyed by reason of his own or any Occupant's act or neglect, or by the act or neglect of any invitee, licensee, guest or pet of such Owner or Occupant, or

any other occurrence emanating or arising from his own Unit (if not covered by insurance purchased by the Board pursuant to Paragraph 14 of Article VI or by another individual Owner's insurance).

7. Defects. The obligation of the Board and of the Owners to repair, maintain, and replace the portions of the Property for which they are respectively responsible under paragraphs 3 through 6 of this Article IV shall not be limited, discharged or postponed by reason of the fact that any maintenance, repair or replacement may be necessary to cure any latent or patent defects in material or workmanship in the construction of the Property or any other defects.

8. Effect of Insurance or Construction Guarantees. Notwithstanding the fact that the Board and/or any Owner may be entitled to the benefit of any guarantees of material and workmanship furnished by any construction trade responsible for any construction defects, or to benefits under any policies of insurance providing coverage for loss or damage for which they are respectively responsible, the existence of construction guarantees or insurance coverage shall not excuse any delay by the Board or any Owner in performing its or his obligations hereunder.

ARTICLE V. UNIT OWNERS

1. Voting Rights. There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known and hereinafter referred to as a "voting member." Such voting member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members and (those constituting a group acting unanimously) may vote or take any other action as a voting member either in person or by proxy. The total number of votes of all voting members shall be 100, and each Owner or group of owners shall be entitled to the number of votes equal to the percentage of ownership in the common elements applicable to his or their Unit Ownership as set forth on Exhibit "B". The Sponsor shall be the voting member with respect to any Unit Ownership owned by it.

2. Cumulative Voting. In all elections for members of the Board of Managers, each voting member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of positions to be filled shall be deemed to be elected.

3. Annual Meetings. The initial meeting of the voting members shall be called by the Sponsor, upon 10 to 20 days' notice given not longer than 30 days after 35 of the Units in the Parcel shall have been sold, unless the Sponsor, in its discretion, shall call the meeting prior thereto. Until the first election, the Sponsor shall exercise all the powers and duties of the Board of Managers. After the initial meeting, there shall be an annual meeting of the voting members on the second Tuesday of January of each succeeding year thereafter at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days prior to the date fixed for said meeting.

4. Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of the voting members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board, or by the voting members having one-fourth of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

5. Notice of Meeting. The notice of meeting required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of serving such notice.

6. Place of Meeting. Meetings of the voting members shall be held at the Property, or at such other place in the City or County of St. Louis, Missouri, as may be designated in the notice of meeting.

7. Quorum, Majority Vote. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

8. Adjournment of Meeting. If any meeting of the voting members cannot be held because a quorum has not attended, a majority of the voting members who are present at such meeting, either in person or by proxy, may adjourn the meeting from time to time for a period not exceeding seven days in any one case.

ARTICLE VI. BOARD OF MANAGERS

1. Number, Qualifications. The direction and administration of the Property shall be vested in a Board of Managers, (hereinafter called the "Board") consisting of three (3) persons who shall be elected in the manner herein provided. Each member of the Board shall be one of the Owners or a spouse of an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer or director of such corporation, partner of such partnership, trustee or beneficiary of such trust, or manager of such other legal entity, shall be eligible to serve as a member of the Board.

2. Election, Term of Office. The voting members at their initial meeting shall elect the three (3) members of the Board of Managers. The voting members having at least two-thirds of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3). The terms of at least one-third of the persons on the Board shall expire annually.

3. Removals. Any Board member may be removed from office by affirmative vote of the voting members having at least two-thirds of the total votes at any special meeting called for the purpose. A successor to fill the unexpired term of a Board member removed may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

4. Vacancies. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose.

5. Organizational Meeting. The organizational meeting of a new-elected Board shall be held within ten days of its election at such place and time as shall be fixed by the Board at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

6. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each Board member, personally or by mail, telephone or telegraph at least three days prior to the day named for such meeting.

7. Special Meetings. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third of the Board members. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three days prior to the day named for such meeting, which notice shall state the time, place and purpose of the meeting.

8. Waiver of Notice. Any member of the Board may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

9. Quorum, Majority Vote. A quorum at meetings of the Board shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except where approval by a greater number is required.

10. Minutes. The Board shall keep minutes of its proceedings. All owners shall have the right to inspect and obtain copies of such minutes, upon such reasonable terms and at such reasonable cost as the Board shall determine.

11. Compensation of Board. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total votes.

12. Liability of the Board. The members of the Board of Managers shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall and do indemnify and hold harmless each member of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the condominium unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. It is intended that the members of the Board shall have no personal liability with respect to any contract made by them on behalf of the condominium. It is also intended that the liability of any unit owner arising out of any contract made by the Board or out of the indemnity in favor of the members of the Board shall be limited to such proportion of the total liability thereunder as

his interest in the common elements bears to the interests of all the unit owners in the common elements. Every agreement made by the Board or by the managing agent or by the manager on behalf of the condominium may provide that the members of the Board, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interests of all unit owners in the common elements.

13. Managing Agent. Upon the approval of the Owners as elsewhere provided in this Declaration, the Board shall be entitled to engage the services of any person, firm or corporation to act as a manager or managing agent for the Property and to provide for reasonable compensation of such manager or managing agent.

14. Powers and Duties of the Board. The Board for the benefit of all the Owners shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

(a) Services. Waste removal, snow removal, electricity and other necessary utility service for the Common Elements and (if not separately metered or charged) for the Units.

(b) Property Insurance. A policy or policies of insurance insuring the Common Elements and the Units against loss or damage by the perils of fires, lightning and those contained in the extended coverage, vandalism and malicious mischief endorsements, for the full insurable replacement value of the Common Elements and the Units written in the name of, and the proceeds thereof shall be payable to, the Members of the Board, as trustees for each of the Owners in the percentages established in Exhibit "B". Said policy or policies shall provide for separate protection for each Unit and its attached, built-in or installed fixtures and equipment to the full insurable replacement value thereof, and a separate loss payable endorsement in favor of the mortgagee or mortgagees of each Unit, if any.

EARTH Q.?
?

(c) Liability Insurance. Comprehensive public liability and property damage insurance in such limits as the Board shall deem desirable insuring the members of the Board, the managing agent, if any, their agents and employees and the Owners including the Sponsor from any liability in connection with the Common Elements or the streets and sidewalks adjoining the Property. Such insurance coverage shall also cover cross liability claims of one insured against another.

(d) Worker's Compensation Insurance. Worker's compensation insurance as may be necessary to comply with applicable laws and such other forms of insurance as the Board in its judgment shall elect to effect.

(e) Employees. The services of a person or firm employed by the Board.

(f) Maintenance of Common Elements. Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements, and such furnishings and equipment for the Common Elements as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Elements.

(g) Maintenance of Property. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class condominium building or for the enforcement of these restrictions.

(h) Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners.

(i) Maintenance of Individual Units. Maintenance and repair of any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements or any other portion of the building, and an Owner of any Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair.

(j) Right of Inspection. The Board or its agents may enter any Unit when the Board deems it to be desirable or necessary in connection with any maintenance or construction for which the Board is responsible or to carry out its duties hereunder. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board at the expense of the maintenance fund.

(k) Limitation. The Board's powers enumerated herein shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions to, or capital improvements of the Common Elements (other than for purposes of replacing or restoring portions of the Common Elements, subject to all the provisions of this Declaration) requiring an expenditure in excess of Five Thousand Dollars (\$5,000.00) without the prior approval of the voting members holding two thirds of the total votes.

(l) Execution of Contracts. All agreements, contracts, deeds, leases, and vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board.

(m) Rules and Regulations. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, comfort, safety, and general welfare of the Owners and Occupants of the Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(n) Concessions. The Board by vote of at least two thirds of the persons on the Board shall have the authority to lease or to grant licenses or concessions with respect to any part of the Common Elements, subject to the terms of this Declaration. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all the Owners or any of them.

ARTICLE VII. OFFICERS

1. Election. The Board of Managers shall elect at its organization meeting each year from among its members a President, a Vice-President, a Secretary, a Treasurer, and such additional officers as the Board shall see fit to elect.

2. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board, any officer may be removed either with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

3. President. The President shall be the chief executive officer. He shall preside over the meetings of the Board and of the unit owners. In general, he shall have all the powers and duties incident to the office of the President, including but not limited to the power to appoint committees from among the unit owners which he deems appropriate to assist in the direction and administration of the Property.

4. Vice-President. The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also perform such other duties as shall from time to time be imposed upon him by the Board or by the President.

5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the unit owners. In general, he shall perform all the duties incident to the office of Secretary.

6. Treasurer. The Treasurer shall be responsible for keeping full and accurate financial records and books for account showing all receipts and disbursements, and for the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board, or the managing agent, in such depositories as may from time to time be designated by the Board. In general, he shall perform all the duties incident to the office of Treasurer.

7. Compensation of Officers. Officers shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds of the total votes.

ARTICLE VIII. DETERMINATION AND PAYMENT OF ASSESSMENTS

1. Obligation of Owners to Pay Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the expenses of administration, maintenance and repair of the Common Elements and of the other expenses provided for herein. Such proportionate share will be, except as otherwise provided for herein in this Declaration, in the same ratio as his percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. Payment thereof shall be in such amounts and at such times as may be determined by the Board, as hereinafter provided; provided, however, that prior to the initial meeting of the voting members, the Sponsor, as sole member of the Board of Managers, shall not assess for any work connected with the rehabilitation of the common elements or any unit which work Sponsor has agreed to do pursuant to various

2. Preparation of Estimated Budget. Each year the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, and supplies which will be required during the current calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall on or before the date of the annual meeting, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached hereto. On or before the first of each and every month of the ensuing year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth of the assessment made pursuant to this paragraph. On January 1, each owner shall make his payment according to the previous year's assessment, and the adjustment effective January 1 shall be paid with (or credited to) each Owner's February 1 payment. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six months after rendering of the accounting.

3. Reserve for Contingencies and Replacements. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further assessment which shall be assessed to the Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All owners shall be obligated to pay the adjusted monthly amount.

With the first payment (or at the closing) of the first sale of a unit, each unit owner (other than the sponsor) shall pay an amount equal to one extra month's assessment in order to provide working capital for the Board. Thereafter, such deposit for working capital shall be maintained by each unit owner at all times, and shall be increased to equal the amount of monthly assessments in the event of any increase in monthly assessments.

4. Budget for First Year. Until the Sponsor calls the first meeting of Unit Owners, Unit Owners, including the Sponsor shall pay, commencing with the respective closing dates of purchase of their respective Units, 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 Sponsor, multiplied by their respective percentages of ownership in the Common Elements. Assessments for fractions of a month shall be pro-rated. Such estimated budget may be amended by the Sponsor, if necessary, pursuant to Paragraph 3 above. The monthly assessments to be paid by the Sponsor as Unit Owner of any unsold Units shall be determined in the same manner as provided for other Unit Owners herein. The Sponsor shall begin paying monthly assessments as a Unit Owner upon the closing of the first sale of a unit. When the first Board elected takes office, it shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing thirty (30) days after said election.

5. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6. Books and Records of Board. The Board shall keep full and correct books of account, which shall be open for inspection by any Owner or any representatives of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days notice to the Board and 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 Owner.

7. Status of Funds Collected by Board. All funds collected hereunder shall be held and expended solely for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all of the Owners, and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the use, benefit, and account of all of the Owners in the proportions set forth in Exhibit "B" attached hereto.

8. Remedies for Failure to Pay Assessments. If any Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board of Managers may bring suit to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest at the highest rate permitted by law and reasonable attorney's fees to be fixed by the Court. To the extent permitted by law, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable, and may be foreclosed by an action brought by the members of the Board as in the case of foreclosure of liens against real estate. The Board shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Said lien shall take effect and be in force when and is as provided in the "Condominium Act" of the State of Missouri. The priority of such lien and the rights of all interested parties with respect thereto shall be as provided by law, including Section 448.080 of the Act as it may be amended from time to time.

9. Security Deposits from Certain Owners. If in the judgment of the Board the equity interest of any Owner (whether the original Owner or a subsequent purchaser or transferee) in his Unit at any time is not sufficient to assure realization (whether by foreclosure of the lien referred to in Paragraph 8 above, or otherwise) of all assessments, charges or other sums which may be levied by the Board, then whether or not such Owner shall be delinquent in the payment of such levies, the Board shall have the right to require such Owner to establish and maintain a security deposit in an amount which the Board deems necessary for such purposes; provided, however, that such security deposit shall in no event exceed an amount which, when added to such Owner's equity interest in the purchased Unit, will equal twenty-five percent (25%) of the purchase price of the Unit in question. In the event that any Owner shall fail to pay any assessments, charges or other sums which may be due hereunder or shall otherwise violate any covenants, terms, and conditions of this Declaration, the Board shall have the right,

but not the obligation, to pay such security deposit in reduction of its alleged damages resulting from such failure or violation, which right shall be in addition to all and other remedies provided for in this Declaration. Upon any sale by such Owner of his Unit, or at such time as such Owner's equity in his Unit is sufficiently great to dispense with the necessity of such security deposit, any unapplied balance of said security deposit remaining to the credit of said Owner shall be refunded, provided that such Owner shall not be in default under any of his obligations under this Declaration. The Board shall have the right to maintain all security deposits held by it in a single bank account and shall not be required to credit interest to any Owner until such time as such security deposit is refunded. Said security deposit shall at all times be subject to the lien referred to in Paragraph 8 above and all rights thereto shall inure to the benefit of the lienor.

In addition, the Board may require that a reasonable security deposit be posted with the Board at the beginning of the lease or rental term if any Unit is to be leased or rented. Said security deposit shall be returned to the Unit Owner when the Unit is no longer leased or rented, less any sums reasonably deducted to cover any unpaid assessments or damage to the Common Elements or a Unit caused by the act or neglect of the Occupant of the leased or rented Unit, or his guests or invitees. Such security deposit for leased or rental units, however, shall not apply to units rented or leased by the Sponsor.

ARTICLE IX. COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

1. Purpose of Property. No Unit shall be used for other than housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining units in such manner and upon such conditions as shall be determined by the Board in writing.

2. Obstructions of Common Elements. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Board except as herein expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

3. Hazardous Use and Waste. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance, electricity, or any other utility charges of the building, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law. No waste will be committed in the Common Elements.

4. Exterior Exposure of Building. Owners shall not cause or permit anything to be hung or displayed on the outside of doors or placed on the outside walls of a building and no sign shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

5. Pets. Except as provided herein, no animals, dogs, cats, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in the Common Elements. Subject to such rules and regulations the Board may adopt, one dog or cat may be kept in a Unit but the Board may require an Owner to permanently remove his pet or pets if the pets disturb or are a nuisance to other owners. The Owner and/or occupant maintaining a pet in his Unit shall be responsible for the removal and cleaning of any animal wastes left in or any damage to the Common Elements or other Units caused by his pet.

6. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become any annoyance or nuisance to the other Owners or Occupants.

7. Impairment of Structural Integrity of Building. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein.

8. Prohibited Activities and Signs. Except as provided herein, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained, or permitted on any part of the Property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Property or in any Unit therein. An Owner may engage in a profession or business only if he is a resident of the Unit, and only if the profession or business

does not require the regular visits of customers or clients. The right is reserved by the Sponsor or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold units. The right is hereby given to any mortgagee, who may become the Owner of any Unit, to place "For Sale" or "For Rent" signs on any Unit owned by such mortgagee. The right is hereby given the Board or its representatives to place "For Sale" or "For Rent" signs on any Unit or on the Property, for the purpose of facilitating the disposal of Units by any Owner, mortgagee, or the Board.

9. Laundry and Rubbish in Common Elements. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

10. Lounging or Storage in Common Elements. Except in areas specifically designed and intended for such purpose, there shall be no playing, lounging, parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements.

11. Alterations of Common Elements. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board.

12. Display of Model Units by the Sponsor. During the period in which sales of Units by the Sponsor are in process, but in no event for any period extending beyond twelve (12) months from the recording of this Declaration, the Sponsor may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Sponsor, one or more Units for business or promotional purposes, including clerical activities, sales office, model Units for display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

13. Parking Areas. That part of the Common Elements designated as "Parking Area" shall be used by the Owners for parking purposes, each Owner to park only in his assigned space.

ARTICLE X. SALE, LEASE OR OTHER ALIENATION

1. Sale or Lease. Except as provided in Paragraph 4 of this Article, any Owner other than the Sponsor who wishes to sell or lease his Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the

Board no less than fifteen (15) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The members of the Board and their successors in office, acting on behalf of the other Unit Owners as hereinafter provided, shall at all times have an option to purchase or lease such Unit Ownership upon the same terms, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of such notice. If said option is not exercised by the Board within said fifteen (15) days, the Owner (or lessee) may, at the expiration of said period, contract to sell or lease (or sub-lease or assign) such Unit Ownership to the proposed purchaser or lessee named in such notice upon the terms specified therein.

2. Gift. Except as provided in Paragraph 4 of this Article, any Owner other than the Sponsor who wishes to make a gift of his Unit Ownership or any interest therein shall give to the Board not less than fifteen (15) days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The members of the board and their successors in office, acting on behalf of the other unit Owners as hereinafter provided, shall at all times have an option to purchase such Unit Ownership or interest therein for cash at fair market value to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. Within fifteen (15) days after receipt of said written notice by the Board, the Board and the Owner desiring to make such gift shall each appoint a qualified real estate appraiser to act as arbitrators. The two arbitrators so appointed shall, within ten (10) days after their appointment, appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days after the appointment of said arbitrator, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein which the Owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the Owner and the Board. The Board's option to purchase the Unit Ownership or interest therein shall expire fifteen (15) days after the date of receipt of it of such notice. The costs of such appraisal and arbitration shall be equally divided between the Board and the applicable owner.

3. Devise. Except as provided in Paragraph 4 of this Article, in the event any Owner dies leaving a will devising his or her Unit Ownership, or any interest therein, and said will is admitted to probate, the members of the Board and their successors in office, acting on behalf of the other Unit

Owners, shall have a like option (to be exercised in the manner hereinafter set forth) to purchase said Unit Ownership or interest therein either from the devisee or devisees thereof named in said will or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined by arbitration. Within fifteen (15) days after the appointment of a personal representative for the estate of the deceased Owner, the Board shall appoint a qualified real estate appraiser to act as an arbitrator, and shall thereupon give written notice of such appointment to the said devisee or devisees or personal representative, as the case may be. Within fifteen (15) days, the Board shall appoint a qualified real estate appraiser to act as an arbitrator. Within ten (10) days after the appointment of said arbitrator, the two so appointed shall appoint another qualified real estate appraiser to act as the third arbitrator. Within fifteen (15) days thereafter, the three arbitrators shall determine, by majority vote, the fair market value of the Unit Ownership or interest therein devised by the deceased Owner, and shall thereupon give written notice of such determination to the Board and said devisee or devisees, or personal representative, as the case may be. The Board's right to purchase the Unit Ownership or interest therein at the price determined by the three arbitrators shall expire fifteen (15) days after the date of receipt by it of such notice if the personal representative of the deceased Owner is empowered to sell, and shall expire two (2) months after the appointment of a personal representative who is not so empowered to sell. The Board shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the rights of the members of the Board or their authorized representative, acting on behalf of the other Unit Owners, pursuant to authority given to the Board by the Owners as hereinafter provided, to bid at any sale of the Unit Ownership or interest therein of any deceased Owner which said sale is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased Owner's estate which contains his or her Unit Ownership or interest therein. The costs of such appraisals and arbitration shall be equally divided between the Board and the devisee or personal representative of the deceased owner.

4. Transfers by Owner to Which Option Does Not Apply. The provisions of Paragraphs 1, 2, and 3 of this Article shall not apply to a sale, lease, gift, devise, or other alienation to a charity with federal tax-exempt status or to a person related to the Owner by blood or marriage (hereinafter referred to as a

"family member"). A conveyance shall also be deemed to be a family member if it is: (a) in Trust for the benefit of the Owner or a family member or a distribution from such trust to a beneficiary thereof, (b) to a Corporation of which the Owner or a family member is a principal Shareholder, or a conveyance or distribution from a corporation to a principal shareholder or shareholders.

5. Involuntary Sale

(a) Option to Purchase. In the event any Unit Ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give fifteen (15) days written notice to the Board of his intention to do so, whereupon the members of the Board and their successors in office, acting on behalf of the other Unit Owners, shall have an irrevocable option to purchase such Unit Ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Board within said fifteen (15) days after receipt of such notice it shall thereupon expire and said purchaser may thereafter take possession of said Unit. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said fifteen (15) day period.

(b) Foreclosure of Mortgage or Deed of Trust. The Board shall have no option or right of first refusal with respect to any foreclosure sale under a mortgage or Deed of Trust or with respect to the sale by the purchaser at such foreclosure sale if the holder of such mortgage or Deed of Trust is a Bank, Savings and Loan institution, insurance company, or other institution regulated by state or federal laws; provided, however, that such lending institution shall mail to the Board a copy of the foreclosure notice, as published, within 5 days following the date such notice is first published.

(c) Option to Cure Default. In the event any Owner shall default in the payment of any sums of money required to be paid under the provisions of any mortgage or Deed of Trust against his Unit Ownership, the Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit Ownership, which lien shall have the same force and effect and may be enforced in the same manner as provided in Article VIII.

6. Consent of Voting Members. The Board of Managers shall not exercise any option hereinabove set forth to purchase any Unit Ownership or interest therein without the prior written consent of the voting members holding at least seventy-five percent (75%) of the voting rights in the Owners, except the members whose Unit or Units are the subject matter of such option. The members of the Board or their duly authorized representative acting on behalf of the other Unit holders, may bid to purchase at any sale of a Unit Ownership or interest therein, which said sale is held pursuant to an order or direction of a court, upon the prior written consent of the voting members holding at least seventy-five (75%) of the voting rights in the Owners whose Units are not subject to the sale, which said consent shall set forth a maximum price which the members of the Board are authorized to bid and pay for said Unit or interest therein.

7. Release, Waiver, Exceptions to Option. Upon the written consent of two (2) of the Board members, any of the options contained in this Article X may be released or waived and the Unit Ownership or interest therein which is subject to an option set forth in this Article may be sold, conveyed, leased, given or devised free and clear of the provisions of this Article. In addition, none of the options contained in this Article X shall be applicable to any sales, leases, or subleases to purchasers, lessees, or sublessees procured by or through the Sponsor (or its designee) for its own account or in its capacity as manager or managing agent of the Property.

8. Proof of Termination of Option. A certificate executed and acknowledged by any acting officer of the Board stating that the provisions of the Article X as hereinabove set forth have been met by an Owner, or duly waived by the Board, and that the rights of the Board hereunder have terminated, shall be conclusive upon the Board and the Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Owner who has in fact complied with the provisions of this Article or in respect to whom the provisions of this Article have been waived, upon request at a reasonable fee, not to exceed ten dollars (\$10.00).

9. Financing of Purchase under Option.

(a) Assessments. Acquisition of Unit Ownerships or any interest therein under the provisions of this article shall be made from the maintenance fund. If said fund is insufficient, the Board shall levy an assessment against each Owner in the ratio that his percentage of Ownership in the Common Elements set forth in Exhibit "B" bears to the total of all such percentages applicable to units subject to assessment, which assessment shall become a lien and be enforceable in the same manner as provided in Article VIII.

(b) Borrowing. The Board, in its discretion, may borrow money to finance the acquisition of any Unit Ownership or interest therein authorized by this Article; provided, however, that no financing may be secured by an encumbrance or hypothecation of any portion of the Property other than the Unit Ownership or interest therein to be acquired. The loan documents evidencing such borrowing may be executed by the members of the Board, or a nominee of the Board.

10. Title to Acquired Interests. Unit Ownerships or interests therein, acquired pursuant to the terms of this Article shall be held of record in the names of the members of the Board and their successors in office, or such nominee as they shall designate. Such holding shall be for the benefit of all the Owners. Said Unit Ownerships or interests therein shall be sold or leased by the Board for the benefit of such Owners in such manner as the Board shall determine. All net proceeds of such sale and/or leasing shall be deposited in the maintenance fund and credited to each owner in the same proportion in which the Board could levy a special assessment under the terms of Paragraph 9(a) of this Article.

11. Responsibility of Transferees for Unpaid Assessments. In any transfer of a Unit the transferee of a Unit shall be jointly and severally liable with the transferor for all unpaid assessments against the latter up to the time of transfer, without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Board, as the case may be, setting forth the amount of the unpaid assessments against the transferor due the Board and such transferee shall not be liable, nor shall the Unit conveyed be subject to a lien, for any unpaid assessments made by the Board against the transferor in excess of the amount therein set forth.

ARTICLE XI. DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

1. Sufficient Insurance. In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof, shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment thereof; provided, however, that in the event, within thirty

(30) days after said damage or destruction, the Unit Owners elect either to sell the Property as provided in the Condominium Property Act, or to withdraw the property from the provisions of this Declaration, and from the provisions of the Condominium Property Act as therein provided, then such repair, restoration or reconstruction shall not be undertaken.

2. Insufficient Insurance. In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within one hundred eighty (180) days after said damage, or destruction, then the provisions of the Condominium Property Act in such event shall apply.

ARTICLE XII. SALE OF THE PROPERTY

The Owners may, by affirmative vote of at least seventy-five percent (75%) of the Unit ownership, at a meeting of Unit Owners duly called for such purpose, elect to sell the Property. Such action shall be binding upon all Units Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessment or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Board shall select an appraiser, and the two so selected shall select a third, and the fair market value, as determined by a majority of the three so selected, shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

ARTICLE XIII. REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS, AND REGULATIONS

1. Abatement and Enjoinment. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provisions herein contained, shall give the Board the right, in addition to the rights set forth in the next succeeding section: (a) to enter upon the Property in which, or as to which, such violation or breach

exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing, or condition that may exist thereon contrary to the intent and meaning of the provisions hereto, and the Sponsor or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. The defaulting Owner shall be liable for the Board's reasonable attorney's fees and expenses, which shall become a lien against such Owner's Unit, as provided herein.

2. Involuntary Sale. If any Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur repeatedly during any 30-day period after written notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Owner a ten-day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or Occupant, or, in the alternative a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenants, and ordering that all the right, title, and interest of the Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court Costs, Court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale the purchaser shall then be entitled to a deed to the Unit Ownership and to immediate possession of the Unit sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration.

ARTICLE XIV. GENERAL PROVISIONS

1. The Sponsor's Rights Pending Sale of All of Unit Ownerships. Until such time as the Sponsor shall have called the initial meeting of the Owners, the Sponsor shall exercise the powers, rights, duties, and functions of the Board of Managers.
2. Copies of Notices to Mortgage Lenders. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed, upon such terms as the Board may specify.
3. Service of Notices on the Board. Notices required to be given to the Board may be delivered to any member of the Board, either personally or by mail addressed to such member at his Unit. Until the first meeting of Unit Owners is called, such notice shall be delivered or mailed to the Sponsor at O'Fallon Investment Company, 14 Southmoor, St. Louis, Mo. 63105.
4. Land Trustee Holding Title to Unit. In the event title to any Unit should be conveyed to a land title-holding trust, under the terms of which all powers of management, operation, and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries thereunder from time to time shall be liable for payment of any obligations, lien, or indebtedness and for the performance of all covenants, and undertakings chargeable or created under this Declaration against the Owner of such Unit. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation or for the performance of any agreement, covenant, or undertaking hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the Unit Ownership notwithstanding any transfers of beneficial interest of any such trust or in the title to such real estate.
5. Borrowing by the Board. The Board of Managers may borrow money or enter into contracts for repairs or improvements of the common elements calling for deferred payments. After the initial meeting of Unit Owners, if such indebtedness exceeds five thousand dollars (\$5,000.00) and is payable more than 90 days from the completion of the repairs or improvements, the following conditions must be met:

a) Such borrowing must be authorized in writing by at least 75% of the Unit Ownership.

b) The Board shall increase assessments, if necessary, in amount sufficient to meet such obligations as they come due.

c) A memorandum setting forth such obligation and increased assessment must be recorded with the St. Louis Recorder of Deeds, and furnished to each Unit Owner.

If any Unit Owner shall sell a Unit, he shall, at the time of entering into the contract for sale, notify the purchaser in writing of such borrowing and the amount and duration of any increased assessments therefor, as declared by the Board. If the seller fails to so notify the purchaser, he shall be liable to the purchaser to the extent of such unpaid assessments attributable to an obligation entered into by the Board prior to the execution of the contract for the sale of the Unit, but this shall in no way relieve the purchaser from liability for such assessments.

6. Covenants to Run with Land. Each grantee of the Sponsor by the acceptance of a deed of conveyance, or each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdictions, rights, and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. Neither the Sponsor nor its employees, representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities granted or delegated to it by or pursuant to this Declaration or in the Sponsor's (or its representatives' or designees') capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (i) shall be asserted by any Owner, Occupant, the Board, invitee, or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (iii) shall arise ex contractu or (except in the case of gross negligence) ex delictu. Without limiting the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of the Property or any

part thereof being or become out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Owner, Occupant, the Board and their respective agents, employees, guests, and invitees, or by reason of any neighboring property, or personal property located on or about the Property, or by reason of the failure to function or disrepair of any utility services, (electricity, water, sewage, etc.).

7. Non-Waiver of Covenants. 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.

8. Amendments to Declaration. The provisions of Article II, Article III, Paragraph 1 of Article IV, Article VIII, Paragraph 6 of this Article XIV, and Exhibits A and B of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed and acknowledged by the members of the Board, all of the Owners and all mortgagees having bona fide liens of record against any Unit Ownerships. Other provisions of the Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed, and acknowledged by the members of the Board and the Owners having at least three-fourths of the total vote, and containing an affidavit by an officer of the Board certifying that a copy of the change, modification, or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. The change, modification, or rescission shall be effective upon filing of such instrument in the Office of the Recorder of St. Louis County, Missouri, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Condominium Property Act.

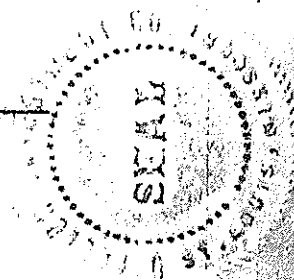
9. Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or of any part of the same, shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration.

10. Interpretation of the Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purpose.

IN WITNESS WHEREOF, O'Fallon Investment Co. has caused its corporate seal to be affixed hereunto and has caused its name to be signed by its President and attested by its Assistant Secretary, this 5th day of January, 1981.

O'Fallon Investment Co.

BY [Signature]
Charles Schagrin, President



(Seal)

[Signature]
Assistant Secretary

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

On this _____ day of January, 1981, before me personally appeared Charles Schagrin, to me personally known, who, being by me duly sworn, did say that he is the President of O'Fallon Investment Co., a Corporation of the State of Missouri, 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 Charles Schagrin acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]
NOTARY PUBLIC

My Comm. Expires _____
My Exp. _____

CONSENT OF MORTGAGEE

The undersigned MERCANTILE TRUST COMPANY N.A., being the holder of the Deed of Trust, recorded on the ___ day of January, 1981, Daily No. _____, City of St. Louis Records, on the parcel of real estate forming the subject matter of the foregoing Declaration, hereby consents to the recording of said Declaration and the submission of said parcel of real estate to the provisions of the Condominium Property Act of the State of Missouri and agrees that its said mortgage shall be subject to the provisions of said Act and Declaration and the exhibits appended thereto.

MERCANTILE TRUST COMPANY NATIONAL Association

BY *Robert Malick*
Vice/President

(Seal)

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

On this *6th* day of January, 1981, before me appeared *Robert C. Malick*, to me personally known, who being by me duly sworn, did say that he or ~~she~~ is the Vice/President of MERCANTILE TRUST COMPANY N.A., a national banking corporation organized and existing under the laws of the United States, 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 *Robert Malick* declared 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.



Eleanor M. Kincaid
Notary Public **ELEANOR M. KINCAID**

My Commission Expires: **SEP 22 1983**

EXHIBIT B

THE VERSAILLES CONDOMINIUM

PERCENTAGE INTEREST BY UNIT

<u>UNIT NUMBER</u>	<u>PERCENT</u>
102	2.6
201	3.2
202	3.2
203	2.2
204	2.6
301	3.2
302	3.2
303	2.2
304	1.1
305	1.1
401	3.2
402	3.2
403	2.2
404	1.1
405	1.1
501	3.2
502	3.2
503	2.2
504	1.1
505	1.1
601	3.2
602	3.2
603	2.2
604	1.1
605	1.1
701	3.2
702	3.2
703	2.2
704	1.1
705	1.1
801	3.2
802	3.2
803	2.2
804	1.1
805	1.1
901	3.2
902	3.2
903	2.2
904	1.1
905	1.1
1001	3.2
1002	3.2
1003	2.2
1004	1.1
1005	1.1
TOTAL	100.0%

2.6
11.4

← ACTUALLY
100.2

END OF DOCUMENT

Parking spaces and storage lockers to be assigned by Board of Managers, but each Unit Owner to have not less than one (1) assigned parking space and one (1) assigned storage locker.