

EXECUTIVE HOUSE CONDOMINIUM  
DECLARATION OF CONDOMINIUM OWNERSHIP AND  
OF EASEMENTS, RESTRICTIONS, COVENANTS AND  
BY-LAWS FOR EXECUTIVE HOUSE CONDOMINIUM

This Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws For Executive House Condominium (Declaration) is made as of this 1st day of July, 1979, by Executive House Associates, an Illinois Limited Partnership ("Declarant").

WHEREAS, Declarant owns fee simple title to the "Property" (as hereinafter defined) situated in the City of St. Louis, State of Missouri, commonly known as 4466 West Pine Boulevard, St. Louis, Missouri, and legally described as:

PARCEL NO. 1: Lot 9 and the Eastern 112 feet 6 inches of Lot 10 of PATCHINS SUBDIVISION and in Block 3901 of the City of St. Louis, together fronting 262 feet 6 inches on the South line of West Pine Boulevard by a depth Southwardly of 213 feet 2 1/4 inches to an alley.

PARCEL NO. 2: The Western 40 feet of Lot 8 of PATCHINS SUBDIVISION and in City Block 3901 of the City of St. Louis, fronting 40 feet on the South line of West Pine Boulevard by a depth Southwardly between parallel lines of 213 feet 2 1/4 inches, more or less, to an alley; bounded East by the Eastern 60 feet of said Lot 8 and West by Lot 9 of said Block and Subdivision.

WHEREAS, Declarant desires and intends by this Declaration to submit the Property, 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 Owners and Occupants of Units therein (all as hereinafter defined), to the provisions of the Condominium Property Act of the State of Missouri, as from time to time amended (the "Act"), and further desires to establish for its own benefit and that of all future Owners and Occupants of the Development (as hereinafter defined) and each part thereof, certain easements and rights in, over and upon the Development and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, Declarant desires and intends that the several Owners, Occupants and other persons hereafter acquiring any interest in the Development at all times shall enjoy the benefits of, and shall hold their interests subject to, the easements,

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RECORDER

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 Development and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Development.

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

ARTICLE I  
DEFINITIONS

A. ACT.

The Condominium Property Act of the State of Missouri as it may be amended from time to time.

B. BOARD.

The Board of Managers which shall be elected and shall be vested with the administration of the Development, at the time and in the manner provided in this Declaration and in the By-Laws.

C. BUILDING.

The residential apartment building located within the Development, containing one or more Units, and any other structure or structures now or hereafter located within the Development.

D. BY-LAWS.

The By-Laws, as set forth on Exhibit "A" hereto, as they may be amended from time to time.

E. COMMON ELEMENTS.

That portion of the Development other than the Units.

F. COMMON EXPENSES.

Proposed or actual expenses incurred or to be incurred in connection with the operation and administration of the Development and to the maintenance, repair and replacement of the Common Elements, including reserves, and all sums lawfully assessed by the Board, provided, however, that the term "Common Expenses" shall not include expenses declared by this Declaration to be Special Expenses. Common Expenses expressly shall include, but shall not be limited to:

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

(2) Expenses declared Common Expenses by this Declaration.

G. CONDOMINIUM ASSOCIATION.

The not for profit corporation organized pursuant to this Declaration and the General Not For Profit Corporation Act of the State of Missouri under the name Executive House Condominium Association, or such other name as Developer may determine, and its successors and assigns which shall be vested with the administration of the Development at the time and in the manner provided in this Declaration.

H. DECLARANT.

Executive House Associates, a limited partnership organized and existing under the laws of the State of Illinois.

I. DECLARATION.

This instrument, as it may be amended from time to time, by which the Property is submitted to the provisions of the Act.

J. DEVELOPER.

Executive House Associates, a limited partnership organized and existing under the laws of the State of Illinois.

K. DEVELOPMENT.

The Property as hereinbelow defined during the time the Property is subject to the Act.

L. LIMITED COMMON ELEMENTS. A portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, and contiguous to or serving exclusively such Unit or Units as an inseparable appurtenance thereto, including, without limitation, certain balconies.

M. MAINTENANCE FUND.

One or more reserve funds for contingencies and replacements, including working capital.

N. OCCUPANT.

Any individual person residing in a Unit pursuant to the terms and conditions of this Declaration and who in

any event shall fall within one of the following categories, to the extent permitted by applicable laws and ordinances:

(1) The Owner and members of the household of the Owner.

(2) Individual persons unrelated by blood, marriage or guardianship, and occupying a Unit with the permission of the Owner.

O. OWNER.

The person or persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Unit. For all purposes in this Declaration, the word "Owner" shall include any beneficiary of a trust, shareholder of a corporation, partner of a partnership, whether limited or general, or participant in any venture holding legal title to a Unit, and shall include Declarant as to any Units owned by Declarant.

P. OWNER-PARTICIPANT.

If an Owner shall be comprised of more than one person, each such person shall be referred to herein as an Owner-Participant.

Q. PARKING AREA.

That portion of the Development so identified on the Plat for parking, including inside and outside parking.

R. PERSON.

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

S. PROPERTY.

All the lot or lots, tract or tracts of land as previously legally described, all improvements and structures erected, constructed or contained therein or thereon, including all Buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners and Occupants of Units thereon.

T. UNIT.

Any portion 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.

U. UTILITIES.

All public and private utility conduits, wires, ducts, cables, and other lines, all associated equipment and all utility facilities, which serve the Development, including, without limitation, those for the transmission or distribution of water, electricity, gas, telephone, sewage, drainage, television and other electronic signals including all stand-pipes, hydrants, pumps, equipment vaults and other structures and facilities for the provision of fire protection services. The service and power supplied through or by use of such facilities are not included in the term "Utilities". It is contemplated that all such services and power will be supplied by appropriate public or private entities.

ARTICLE II  
SUBMISSION OF PROPERTY TO THE ACT

Declarant, as owner in fee simple of the Property, hereby submits the Property to the provisions of the Act. Declarant expressly intends, by recording this Declaration, to submit the Property to the provisions of the Act, thereby creating the Development.

ARTICLE III  
PLAT

The plat attached hereto as Exhibit "B" and recorded simultaneously herewith ("Plat") sets forth the measurements, elevations, locations and other data as required by the Act with respect to (i) the Property and its exterior boundaries, (ii) the Building and each floor thereof, and (iii) each Unit. Each Unit, is identified on the Plat by a distinguishing number or other symbol.

ARTICLE IV  
UNITS

A. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Each Unit consists of the space enclosed or bounded by the horizontal and vertical planes set forth in the delineation thereof on the Plat. Every deed, lease, mortgage or other instrument may legally describe the Unit by its identifying number or symbol as shown on the Plat and

every such description shall be deemed good and sufficient for all purposes and as provided in the Act. No Owner shall own any pipes, wires, conduits, public utility lines, or structural components running through his Unit and serving more than his Unit, all of which are a part of the Common Elements, whether or not such item shall be located in the floors, ceilings, perimeter, interior or exterior walls of the Unit, except as to such Owner's ownership of an undivided interest in the Common Elements as a tenant in common with all the other Owners. Except as otherwise provided by the Act or below in Section B of this Article IV, no Owner, by deed, plat, court decree or otherwise, shall subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

B. At any time and from time to time the Owner or Owners of two or more contiguous Units may combine or subdivide all or any part or parts of such Units (including the undivided interest in the Common Elements appurtenant to such Unit or Units) for the purpose of increasing the size of one of such Units and eliminating or reducing the size of the other of such Units. The Owner or Owners desiring any such subdivision combination of Units shall make written application for same to the Board requesting an amendment to the Declaration and Plat and setting forth in the application any proposed reallocation of the percentage interest in the Common Elements of such Units and shall obtain the written approval of the holder or holders of the first mortgage liens on the Unit or Units involved. If the transaction is approved by a majority of the Board, then the President of the Association, or until his election either the Chairman of the Board or a majority of the members of the Board shall file in the office of the Recorder of the City of St. Louis, Missouri, an amendment to the Plat depicting such subdivision or combination and an amendment to this Declaration setting forth all pertinent aspects of such transaction. Expenses incurred by or on behalf of the Board in connection therewith for preparation of the amendment to the Declaration, the Plat, and filing shall be borne by the Owners making such request. The acceptance of a deed from Declarant shall constitute the consent of such grantee, its successors and assigns of an amendment to this Declaration as provided in this Article IV.

## ARTICLE V COMMON ELEMENTS

### A. DESCRIPTION.

The Common Elements consist of all portions of the Development other than the Units. Without limiting the generality of the foregoing, the Common Elements shall include the land, outside walks and driveways, landscaping, Parking Area, elevators, stairways, entrances and exits, halls, lobbies, corridors, storage

areas, laundry rooms, garbage chute rooms, mechanical equipment rooms, swimming pool and associated facilities, structural parts of the Building, balconies, basement, pipes, ducts, flues, chutes, conduits, wires and other utility installations to the outlets, and such component parts of walls, floors and ceilings as are not located within the Units.

**B. 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. The extent or amount of such ownership, which is expressed by a percentage amount on Exhibit "C" hereto, shall remain constant and may not be changed without unanimous written approval of all Owners in the form of an amended declaration duly filed with the office of the Recorder of the City of St. Louis, Missouri; provided, however, that Declarant at any time and from time to time may adjust or change the percentage of ownership of Common Elements allocable to any one or more Units then owned by Declarant so long as such adjustment or change does not increase or decrease the total percentage of ownership of Common Elements allocable to all Units then owned by Declarant, and further provided that a Unit or Units may be combined or subdivided as provided in Article IV above. In the event of the acquisition or condemnation by public or quasi-public use and purpose, the percentage ownership may reflect such acquisition or condemnation. Declarant has determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in Exhibit "C" hereto. Anything in this Paragraph B to the contrary notwithstanding, no adjustments or changes permitted by this Paragraph B may be made without the prior written approval of all institutional holders of first mortgage liens on any unit involved.

**C. USE OF COMMON ELEMENTS.**

Each Owner and Occupant shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit for uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit.

**D. USE OF LIMITED COMMON ELEMENTS.**

Each Owner and Occupant shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to or serving exclusively the Unit of such Owner or Occupant, which right shall be appurtenant to and shall run with such Unit, and shall not be separated from such Unit.

**ARTICLE VI  
GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS**

A. ENCROACHMENTS.

If, by reason of the construction, settling or shifting of the Building, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit or any part of the Common Elements or any other Unit, or, if by reason of the design or construction of any Unit, it shall be necessary for or advantageous to an Owner or Occupant to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Unit which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Owners or Occupants, or, if by reason of the design or construction of utility and ventilation systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any Unit, then in such event valid easements for the maintenance of such encroachment and for such use of the Common Elements are hereby established and shall exist for the benefit of such Units and the Common Elements, as the case may be, so long as all or any part of the Building shall remain standing; provided, however that in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Owner or Occupant if such encroachment or use is detrimental to or interferes with the reasonable use or enjoyment of the Development by the other Owners or Occupants or if it occurred due to the intentional, wilful or negligent conduct of any Owner or Occupant, or their respective agents.

B. UTILITY EASEMENTS.

All public utilities serving the Development are hereby granted the right to lay, construct, renew, alter, remove, operate and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment into and through the Common Elements for the purpose of providing utility services to the Development. The Board may hereafter grant additional utility easements for the benefit of the Development over, under, along and on any portion of the Common Elements, and each Owner hereby grants to the Board an irrevocable power of attorney to execute, acknowledge, register and record for and in the name of all Owners, such instrument as may be necessary to effectuate the foregoing.

C. STORAGE AREAS.

The storage locker areas in the Building shall be part of the Common Elements. The exclusive use and possession of a storage locker may be allocated to a Unit by the Declarant at the time of the initial sale of such Unit by instrument lodged with the Board. Thereafter, the exclusive use and possession of such storage locker may be exchanged by the Owner of such Unit and the Owner or Owners of any other Unit or Units only with the consent of and pursuant to rules and regulations established by the Board from time to time. The use of specific portions of the storage



locker areas, notwithstanding their exclusive allocation to specific Units as aforesaid, shall remain subject to such rules and regulations applicable to all portions of the storage locker areas as the Board may prescribe. Each Owner or Occupant, as the case may be, solely shall be responsible for his personal property, and protection thereof, located in the locker allocated to the Unit owned or occupied by him.

D. PARKING.

The Parking Area and each of the parking spaces ("Parking Spaces") forming a part thereof, shall be part of the Common Elements. The right to lease one Parking Space adequate to park one standard size automobile in the Parking Area shall be appurtenant to and run with each Unit pursuant to such terms and conditions as the Board may prescribe. If available, more than one Parking Space (Additional Parking Space) may be leased by the Occupant of any Unit, provided, however, if subsequent to the lease by any Occupant of any Additional Parking Space, another Occupant who is not then leasing a Parking Space desires to lease a Parking Space, if no other Parking Spaces are available, the lease of any Additional Parking Spaces may be terminated to the end that there shall be available for lease to the Occupant of each Unit at least one Parking Space. All Parking Space leases and allocation of particular Parking Spaces shall be on such terms and conditions and pursuant to such rules and regulations as the Board shall determine. The use of the Parking Area shall remain subject to such rules and regulations as the Board may prescribe. Each Owner, Occupant or other party, as the case may be, shall be responsible for his vehicle parked on the Parking Space leased to him, and all personal property located therein, and in connection therewith acknowledge that the Parking Area is unattended and that they and each of them agree that there is no liability upon the Board or the Developer on account of damage or injury to property or persons other than damage or injury directly resulting from in negligence of the Board, the Developer or the agents or employees of the Board or the Developer; and further acknowledge the fact that the Parking Area is unattended shall not be construed as negligence of the Board or the Developer.

ARTICLE VII  
ADMINISTRATION

A. ADMINISTRATION OF THE DEVELOPMENT.

The direction, operation and administration of the Development 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 Development, 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 Development in mode and manner as provided in this Declaration. Until such time as the Condominium Association is organized, Developer, its successors and assigns, shall be vested with all powers of the Condominium Association and the Board and contained in the By-Laws, notwithstanding the fact that such organization shall not then have been accomplished.

**B. FORMATION OF THE ASSOCIATION.**

Developer has caused a corporation to be incorporated under the General Not For Profit Corporation Act of the State of Missouri under the name Executive House Condominium Association, which Condominium Association shall then be the governing body for the Development in connection with the direction, operation and administration of the Development 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 Development or any part or parts thereof and for such other purposes with respect to the Development as may be provided in this Declaration.

**C. ADOPTION OF BY-LAWS.**

The By-Laws attached hereto as Exhibit "A" shall be deemed adopted by the Condominium Association upon its formation.

**D. POWERS OF THE BOARD.**

The Board shall have such powers, rights, duties and responsibilities as are provided for herein, in the Act, and in the By-Laws. The Condominium Association shall act exclusively through the Board, or its officers, as the Board may direct.

**ARTICLE VIII  
COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY**

The Development shall be occupied and used as follows:

**A. RESIDENTS.**

Only Occupants may reside in the Units; Units may not be used for transient or hotel purposes.

B. OBSTRUCTION OF COMMON ELEMENTS.

There shall be no obstruction of the Common Elements. Nothing shall be stored therein, except appropriate items stored in areas designed for such use. Nothing shall be placed on the outside walls of the Building; no canopy, awning or shutter shall be affixed to or placed upon the Building, or any part thereof. Nothing shall be placed in any corridors, lobbies or any other part of the Common Elements other than furniture, furnishings and decorative objects placed there by Developer, or by or with the approval of the Board.

C. NO INCREASE IN INSURANCE RATES.

Nothing shall be done or kept in the Development which will result in:

(1) An increase in premiums over the then prevailing rates for any insurance on any part or all of the Development, without the prior written consent of the Board; or

(2) The cancellation of any insurance on any part or all of the Development.

D. WASTE.

No waste shall be committed in the Development.

E. NO ANIMALS.

No animals, except animals which are common household pets not constituting a nuisance ("permitted pets"), may be raised, bred, or kept in the Development, subject to rules and regulations of the Board.

F. NO NUISANCE.

No noxious or offensive activity shall be carried on in the Development (including within any Unit), nor shall anything be done therein (either willfully or negligently), which may be or become a nuisance or unreasonable annoyance to other Owners or Occupants or which may interfere with the rights, comforts or convenience of any other Owner, Owner-Participant or Occupant.

G. SIGNS.

No "For Sale" or "For Rent" signs, advertising or other display shall be maintained or permitted on any part of the Development except as otherwise expressly provided in Section M of this Article VIII.

H. LAUNDRY AND RUBBISH.

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Development. The Development shall be kept free and clear of rubbish, debris and other unsightly materials. Trash, garbage and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, as may be prescribed from time to time by the rules and regulations of the Board or any managing agent of the Development.

I. PROHIBITED ACTIVITIES.

No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, shall be conducted, maintained or permitted in any part of the Development, except as expressly may be permitted hereunder and not in violation of any applicable federal, state or local law, rule or regulation. The foregoing restriction shall not be construed to prohibit the following activity by an Occupant within his Unit:

- (1) maintaining a personal professional library,
- (2) keeping personal or professional accounts or records, or
- (3) handling personal business or professional telephone calls or correspondence.

J. STRUCTURAL INTEGRITY; WIRING; APPLIANCES;  
SOUND REPRODUCING EQUIPMENT; OVERLOADS.

Nothing shall be done in any Unit or in, on or to the Common Elements which would impair the structural integrity of the Building or which would structurally change the Building except as is otherwise provided herein. No Owner or Occupant shall overload the electric wiring in the Building or operate any machines, appliances, accessories or equipment (including, but not limited to, radio, television, high fidelity equipment or other sound reproducing devices) in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Owner or Occupant shall overload the floors of any Unit.

K. LOUNGING.

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, except such sitting areas constituting a part of the Common Elements or permitted by reasonable rules and regulations of the Board.

L. VIOLATIONS OF RULES AND REGULATIONS.

No Occupant shall violate any rules or regulations adopted or amended by the Board.

M. CERTAIN RIGHTS OF DECLARANT.

Any provision herein contained to the contrary notwithstanding, any reasonably required or appropriate upkeep, maintenance, repair, reconstruction, restoration or replacement of the Development, or any portion thereof, made by Declarant, at no time shall be deemed a violation of any covenant or restriction set forth in this Article VIII, and further, Declarant:

(1) Reserves unto itself and grants to Developer (including any sales personnel or organizations retained by Developer) the right to place and maintain in the Development in a reasonable manner all sales offices, advertising signs and banners and lighting in connection therewith at such locations and in such forms as Declarant or Developer shall determine;

(2) Reserves unto itself and grants to Developer (including any sales personnel or organizations retained by Developer) and prospective purchasers and prospective lessees of any Unit the reasonable right of ingress and egress in and through the Common Elements for Unit sale or leasing purposes;

(3) Reserves unto itself and grants to Developer the right to make reasonable structural changes in Units used for model apartment purposes, and in the Common Elements for the purpose of exercising the right of the Declarant to subdivide or combine Units reserved by Declarant pursuant to Article V hereof;

(4) Reserves unto itself and grants to Developer the right to reasonably use unsold Units for model Units, storage, office and related purposes, and as work space for construction or rehabilitation purposes.

(5) Reserves unto itself and grants to Developer the right as lessor to lease any one or more of the Units in the Development owned by Declarant, at such rental, for such term and upon such other terms and conditions as the lessor in its sole discretion may determine.

The foregoing rights of Declarant and Developer shall continue for the period of and shall be exercisable by Declarant or Developer incident to the marketing or leasing of all of the Units in the Development, and shall expire upon the sale by Declarant of all the Units in the Development. The provisions of this Section M shall inure to the benefit of Declarant, its successors, and Developer, their respective legal representatives and those assigns of any or all of them to whom such rights specifically may be granted.

#### ARTICLE IX

#### 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 Building and all improvements in the Development, as hereinafter, more fully provided.

(1) Casualty Insurance. The Board shall procure a policy or policies of insurance with reputable insurance carriers insuring the Common Elements of the Development, including, without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning, and those casualties contained in the extended coverage, vandalism and malicious mischief endorsements, and such other perils as the Board from time to time may determine should be included in such coverage, for the full insurable replacement cost without depreciation ("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 as Trustee for each of the Owners in the Development in the same proportion for each such Owner

as the percentage of ownership in the Common Elements established by the Declaration for the Unit or Units in the Development owned by such Owner, (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 Owner or Occupant of a Unit within the Development, 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 notice to the Board, and to all first mortgagees of the Units within the Development, (d) be without contribution as respects such other policies of insurance carried individually by Owners or Occupants, whether such insurance covers their respective Units or additions and improvements thereto, and (e) at the election of the Board, contain an endorsement extending coverage so as to include the payment of Common and Special Expenses levied by the Board with respect to damaged Units during the period of repair, restoration or reconstruction thereof.

(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 Owner or Occupant of a Unit within the Development, 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 Development 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, and any Owner or Occupant of a Unit within the Development, and the agents, employees, 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, (b) include coverage over cross liability claims of one insured against another and (c) include insurance required by Article XII hereof.

(3) Workmen's Compensation. The Board shall procure a policy or policies of workmen's compensation insurance with reputable insurance carriers as may be necessary to comply with applicable laws.

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

(5) Waiver of Subrogation. To the extent feasible (except as made mandatory by the provisions of Subsection A(2) of this Article IX), 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 Declarant, or Developer or its partners or the agents or employees of any of them prior to the first sale by Declarant of all Units in the Development owned by Declarant) 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.

(6) Contents of Units. Each Owner or Occupant shall be responsible for his own insurance on the contents of his own Unit, and furnishings and personal property therein, and his personal property stored elsewhere in the Development and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board for the benefit of all the Owners and Occupants as above provided. All policies of casualty insurance carried by each Owner or Occupant shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided.

(7) Additions to Units. Each Owner or Occupant 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 Owner or Occupant 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 Owner or Occupant 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.

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

Any or all of such Building or improvements as may be damaged or destroyed shall be repaired, restored or reconstructed as hereinafter provided. The Board shall provide for or cause to be provided for the repair, restoration and reconstruction of the Building or other improvements forming a part of the Common Elements of the Development which may be damaged or destroyed at any time by whatever cause. Repair, restoration or reconstruction as used in this Section B means restoring the damaged or destroyed portion of such Common Elements to substantially the same condition in which it existed prior to the damage or destruction, subject to the provisions of Section A(7) of this Article IX, 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 shall govern provided, however, no 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 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 X  
RIGHTS AND OBLIGATIONS OF OWNERS

A. MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS AND CERTAIN LIMITED COMMON ELEMENTS; CERTAIN INSURANCE.

Each Owner or Occupant shall furnish and be responsible for, at his own expense:

(1) All of the upkeep, maintenance, repairs and replacements within his own Unit and the Limited Common Elements serving exclusively such Unit and the doors appurtenant thereto and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, laundry appliances, lighting fixtures and other electrical fixtures, plumbing and through-the-wall fixtures or installations

and any portion of any utility service facilities located within the boundaries of such Unit provided that the Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units and appliances, fixtures, installations and facilities therein by Building personnel as a Common Expense, or at its election as a Special Expense, as hereinafter provided;

(2) All charges for the service of electricity and telephone to his own Unit.

(3) All of the decorating within his own Unit including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating; and

(4) Insurance described in Section A(6) of Article IX of this Declaration as therein provided.

Notwithstanding the foregoing the Board shall provide for or cause to be provided for any material repair, restoration or reconstruction of the Parking Area, or any portion thereof.

B. USE.

Each Owner or Occupant shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceiling as lie within the boundaries of (1) his Unit as shown on the Plat and (2) the Limited Common Elements contiguous to or serving exclusively such Unit, and such Owner or Occupant shall (except with respect to material repairs to the Parking Space leased by such Owner or Occupant) maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the reasonable rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Owner or Occupant. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building in which such Unit is located, shall be subject to the reasonable rules and regulations of the Board.

C. NON-DISTURBANCE.

Each Occupant shall occupy his Unit in such manner as to not disturb any Occupant of any other Unit. All phonographs, radios, televisions and other similar sound-producing equipment at all times, if placed on a floor of such Unit, shall be placed on carpeting or area rugs which overlie padding. Each Owner, or Occupant shall be responsible for the installation and maintenance of such carpeting or area rugs and padding, and such placement thereon of phonographs, radios, televisions and other similar sound-producing equipment, in the Unit owned or occupied by such Owner or Occupant. If such Owner or Occupant shall fail to comply with the above requirements, the Board at its option, in addition to all other remedies available to it, may elect to install such carpeting or area rugs and padding and any expense incurred by the Board thereupon shall be assessed by the Board as a Special Expense pursuant to the provisions of Section E(3) of Article XIII hereof.

D. NATURE OF OBLIGATIONS.

Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair or replacement. The respective obligations of the Owners and Occupants set forth in this Article X shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Building, nor because they may become entitled to the benefit of any proceeds under policies of insurance. In addition, and anything herein contained to the contrary notwithstanding, no Owner shall have a claim against the Board (or against Declarant acting on its behalf) for any work (such as repair of the Common Elements), ordinarily the responsibility of the Board, but which the Owner himself has performed or paid for, unless the Board shall agree thereto in advance.

E. JOINT FACILITIES.

To the extent that equipment, facilities and fixtures within any of the Units or Common Elements shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, the use thereof by the individual Owners or Occupants shall be subject to the reasonable rules and regulations of the Board. The authorized representatives of the Board, or of any manager or managing agent for the Development

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

F. BOOKS AND RECORDS. Each Owner, and each institutional holder of a first mortgage lien on any Unit shall have the right to inspect the books and records of the Development during normal business hours.

ARTICLE XI  
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 XI. 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 Owners as provided in Section O of this Article XI.

A. UTILITIES.

The Board shall provide for or cause to be provided for the maintenance, repair, improvement or restoration of all Utilities located in, on or under the Development, other than the cost thereof which the utility companies furnishing utility service through such Utilities bear, and shall pay the cost of utility service to or for the benefit of the Common Elements.

B. 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 and managing agent for the Development, the services of any persons or entities required for operation, maintenance, repair, improvement or restoration 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. All officers and employees of the Board and any manager and managing agent having access to funds of the Association shall be covered by a fidelity bond.

C. CARE OF BUILDING.

The Board shall provide for or shall cause to be provided for and shall direct the upkeep and maintenance of the Building (including, without limitation, outside painting and tuckpointing) and improvements in the Development.

D. CARE OF COMMON ELEMENTS OTHER THAN BUILDING.

The Board shall provide for and shall direct the maintenance and repair of the Common Elements of the Development, including material repairs to the Parking Area, in mode and manner as determined by the Board.

E. 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.

F. CAPITAL IMPROVEMENTS.

The Board may provide for the acquisition or construction of structures, other improvements, additions, alterations on, in or to the Common Elements of the Development which do not unreasonably interfere with the use and occupancy of any Unit or of any other part of the Development, provided, that the cost of all such capital improvements in any one calendar year shall not exceed \$10,000.00 unless such capital improvements shall be approved by a 2/3 majority vote of Voting Members. The cost of any such capital improvement shall be assessed as a Common Expense, unless the Board reasonably determines that the benefits thereof accrue to fewer than all of the Units or to certain Units in a greater degree than to other Units, in which event, at the election of the Board, the cost thereof shall be assessed as a Special Expense against such Owner or Owners benefitted thereby (and in such proportion thereof to each) as the Board reasonably may determine.

G. 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 Development, or any portion thereof, provided, however, this Section G of Article XI shall not apply to any such charges, claims or liens encumbering exclusively the title of the Unit of any Owner, which charges, claims or liens if allowed to mature to title to such Unit, by foreclosure or otherwise, would nevertheless remain subject hereto and the By-Laws, and all reservations contained therein and in the initial deed of conveyance of such Unit from Declarant.

H. 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 Development, or any part thereof, or by applicable law or ordinance, or regulations promulgated pursuant thereto.

I. 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 of the Development 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; further provided that any decision of the Board to terminate professional management and assume self management shall require the approval of all institutional holders of first mortgage liens on any Unit; further, provided any management agreement shall be terminable by the Board on not more than thirty (30) days notice if such termination is for cause.

J. TAXES.

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

K. 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.

L. STATEMENTS OF ACCOUNT.

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

M. RULES AND REGULATIONS.

The Condominium Association may 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 all amendments and supplements thereto

and amendments thereof shall be made available to all Owners and Occupants in a reasonable and appropriate manner.

N. 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 Development a first-class residential housing development.

O. 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 XI, (unless otherwise expressly provided), shall be Common Expenses and shall be assessed as Common Expenses against the Owners pursuant to the provisions of Section E(1) of Article XIII hereof.

(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 Owner, Owner-Participant, Occupant or any family member, or invitee, guest or household pet of such person, the Owner-Participant and the negligent or willful Occupants, if any, jointly and severally, shall be liable for such expense, and such expense shall be deemed a Special Expense and shall be assessed by the Board pursuant to the provisions of Sections D and E(3) of Article XIII hereof, and for purposes of this Section (O)(2) Owner shall not be deemed to include any mortgage holder until such mortgage holder has become the Owner of the fee simple 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 O are covered by insurance proceeds or appropriate reserves in the Maintenance Fund, then such insurance proceeds shall, and such appropriate reserves in the Maintenance 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 at the option of the Board (1) shall be divided among the Owners who were

assessed for such insurance, in the proportion to each Owner that his share of such assessment for such insurance which he has paid bears to such excess insurance proceeds, or (2) shall be retained as a part of the Maintenance Fund and made a part of the appropriate reserve thereof.

P. STANDARDS.

All present aspects concerning the structure, appearance and aesthetics of the Building (excluding the interior of the Units therein) in the Development ("Building Standards") and of all other Common Elements including, without limitation, landscaping and swimming pool and associated facilities ("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. If any or all of the Owners and Occupants 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 Owners or Occupants. If within thirty (30) days after service of such notice such Owners or Occupants involved shall fail diligently to 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 Owners or Occupants, or both, as provided in Sections D and E(3) of Article XIII hereof.

ARTICLE XII  
LIABILITIES

No one or more of Declarant, its partners at any time or times, Developer, the Board, and members of the Board, officers of the Association, the agents, and employees of any of them (all of the above hereinafter collectively called the "Protected Parties") shall be liable to the Owners, Occupants or any other person for any mistake of 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 Owners, jointly and severally, shall indemnify, 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 Owner under this Article XII shall not exceed the proportion of such cost indemnification that the percentage interest in the Common Elements owned by such 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 XIII

#### ESTIMATED OPERATING BUDGET; MAINTENANCE FUND; WORKING CAPITAL FUND; ASSESSMENTS

##### A. ESTIMATE OF COMMON EXPENSES.

Each year on or before December 1, the Board shall estimate in reasonable detail the total amount necessary to pay the cost of all Common Expenses during the ensuing calendar year ("Estimated Operating Budget") setting forth with particularity all anticipated Assessments and other income, and on or before December 15 of such year, shall transmit copies of the Estimated Operating Budget to the Owners. At any time and from time to time thereafter the Board may prepare and transmit to the Owners revisions of the Estimated Operating Budget. In any calendar year, the latest revision of the Estimated Operating Budget shall be deemed the Operating Budget for such year.

##### B. ANNUAL ACCOUNTING.

On or before the date of each annual meeting, the Board shall supply to all Owners and if requested, to each institutional holder of a first mortgage lien on any Unit, a reasonably detailed audited report of receipts and disbursements during the preceding calendar year and presenting the financial position of the Board as of the end of such preceding calendar year (the "Annual Accounting"). Such report shall also reflect differences, if any, between the amounts shown in the Operating Budget and the actual receipts and disbursements for such year.

##### C. RESERVES; MAINTENANCE FUND; WORKING CAPITAL FUND.

The Board at its option may accumulate and maintain one or more reasonable reserves comprising a Maintenance Fund for either or both Special Expenses and Common Expenses and a Working Capital Fund. At the option of the Board,

Common Expenses or Special Expenses for which other funds are not appropriately available may be charged first against the appropriate reserve in the Maintenance Fund.

D. NEGLIGENT AND WILLFUL ACTS OF OWNERS, OWNER-PARTICIPANTS OR OCCUPANTS;

If, due to the negligent or willful act or omission of an Owner, Owner-Participant, Occupant, or any family member, or invitee, guest or permitted pet of any such person:

(1) damage shall be caused to any portion of the Development; or

(2) expenses shall otherwise be incurred by the Board, or

(3) the Board shall pay the cost of any expense incurred as described in Section C of Article X of this Declaration or Section O(2) of Article XI of this Declaration,

then the Owner or Owners of the involved Unit or Units, and the involved Owner-Participants and Occupants, if any, jointly and severally, shall be assessed by the Board in an amount equal to such expense by the Board, as a Special Assessment for Special Expenses pursuant to the provisions of Section E(3) of this Article XIII.

E. ASSESSMENTS.

(1) Regular Assessments for Common Expenses. Each Estimated Operating Budget and any revisions thereof shall be assessed upon the Owners in the percentage owned by each in the Common Elements. Such assessments shall be deemed Regular Assessments. Regular Assessments shall be payable to the Board, or as the Board may direct, by such dates in monthly or quarterly installments as the Board may determine from time to time. The Board shall serve written notice of such Regular Assessments on all Owners, which notice shall set forth the amount and date on which such Regular Assessment (or installment thereof) shall become due and payable. Any funds accumulated in excess of the amounts set forth in the Operating Budget for the calendar year in question at the option of the Board, shall be (a) credited to the next succeeding installments of Regular Assessments,

(b) refunded to the Owners in the percentage owned by each in the Common Elements, or (c) transferred to a reserve fund of the Maintenance Fund.

(2) Special Assessments for Common Expenses. At any time the Board determines that the Regular Assessments shall be inadequate to provide funds for payment of all Common Expenses, the Board shall assess upon the Owners in the percentage owned by each in the Common Elements, Special Assessments for Common Expenses which shall be payable to the Condominium Association, or as the Board may direct, by such dates in a single payment or in monthly or quarterly installments as the Board may determine from time to time. The Board shall serve written notice of such Special Assessments for Common Expenses on all Owners, which Notice shall set forth the amount and date on which such Special Assessment for Common Expenses (or installments, if installments are permitted) shall become due and payable.

(3) Special Assessments for Special Expenses. If any assessment or expense is required or permitted pursuant to the provisions of Section D of this Article XIII or Section O(2) of Article XI of this Declaration, the Board shall serve notice on the responsible parties of any such Special Assessment for Special Expenses imposed pursuant to such Section hereof, which notice shall consist of a written statement setting forth the reason therefor, the amount and date on which such assessment (or installment thereof) shall become due and payable.

F. REMEDIES FOR FAILURE TO PAY ASSESSMENTS.

(1) Defaults in Payment by Owners or Occupants. If any Owner or Occupant shall fail to pay when due any Regular or Special Assessment for Common Expenses or any Special Assessment for Special Expenses levied by the Board, or any installment thereof ("Default"), the amount so unpaid forthwith shall constitute a debt of such Owner, and a lien against the Unit of such Owner and the interest of such Owner in the Common Elements in favor of the Board, and upon the recording of notice thereof by the Board, shall be a lien upon such Unit of such Owner and the interest of such Owner in the Common Elements prior to all other liens and encumbrances, recorded or unrecorded, except only:

(a) 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 prior to pre-existing recorded encumbrances thereon, and

(b) encumbrances on the interest of such Owner in such Unit and the interest of such Owner in the Common Elements, recorded prior to the date such notice is recorded and which by law would be a lien thereon prior to subsequently recorded encumbrances, but only if such prior recorded encumbrance contains a statement of a mailing address in the State of Missouri where notice may be mailed to the encumbrancer thereunder, and provided further that if and whenever and as often as the Board shall send by United States registered mail to any such encumbrancer at the mailing address set forth in the recorded encumbrance a statement of the amounts of unpaid Assessments, such encumbrances shall be subject as to priority of unpaid Assessments for Common Expenses and Special Expenses only to the lien of unpaid Assessments for Common Expenses and Special Expenses which become due and payable subsequent to the date such encumbrancer takes possession of the Unit by virtue of foreclosure or by virtue of deed or assignment in lieu of foreclosure.

If any such Default shall occur, the Board may exercise and enforce any and all rights and remedies as may be provided herein, in the By-Laws or otherwise available at law or in equity, for the collection thereof, including, without limitation, the right to bar such Owner and all Occupants of his Units from using any or all of the Common Elements until such Default is cured, the right to bring suit against any or all such Owners or Occupants so in Default for personal judgments against them, jointly and severally, and to enforce collection of such judgments, to foreclose any such liens in the manner provided by law for foreclosure of liens against real estate and the right to take possession of such Owners' Unit and interest in such of the Common Elements, and maintain an action for possession of such Units and Common Elements of such Owners or Occupants in the manner prescribed by the statute of the State of Missouri relating to landlords and tenants heretofore and hereafter amended. There shall be added to the amount of any judgment, whether personal or by way of foreclosure,

the costs of suit, together with interest at the highest lawful rate then in effect but not in excess of fifteen percent (15%) per annum, and reasonable attorneys' fees. The Board or its nominee shall have the power to bid in the interest so foreclosed at any foreclosure sale, and to acquire and hold, lease, mortgage and convey the Unit sold thereby.

(2) Notices to Mortgagees. Any Owner who permits or causes his Unit to be encumbered by a first mortgage shall notify the Secretary of the Association of such encumbrance and the name and address of the mortgagee ("Mortgagee"). Such notice may also be served by the Mortgagee. The Secretary of the Association shall maintain a record of the name and address of all Mortgagees of which the Board shall have received notice. Any notice required or permitted to be given to any Mortgagee pursuant to the terms hereof or the By-Laws shall be deemed given if appropriately served upon such Mortgagee at the address shown in such record. Upon request of a Mortgagee, a proposed Mortgagee or a purchaser who has a contractual right to purchase a Unit, the Board shall furnish to such Mortgagee, proposed Mortgagee or purchaser a statement setting forth the amount of the then unpaid Regular Assessments or Special Assessments pertaining to such Unit, which statement shall be binding upon the Board, and if any such Mortgagee, proposed Mortgagee or purchaser of such Unit, in reliance upon such statement, shall disburse mortgage loan proceeds or shall expend the purchase price, such Mortgagee, proposed Mortgagee or purchaser shall not be liable for nor shall such Unit be subject to a lien for any unpaid Regular Assessments or Special Assessments in excess of the amount set forth in such statement. Any Mortgagee of record shall be entitled to written notice from the Board of any Default by the then Owner and, if applicable, any then Occupant of the Unit, in the performance of any obligations set forth herein or the By-Laws which is not cured within thirty (30) days of such Default, provided the Board shall previously have been notified of the encumbrance as set forth above.

**G. FIRST OPERATING BUDGET.**

When the first Board elected hereunder takes office, it shall determine the Operating Budget for the period commencing the first day of the first month after

such election and ending on December 31 of the calendar year in which such election occurs and proceed to impose Regular Assessments for such short year in accordance herewith.

H. DELAY.

The failure or delay of the Board to prepare or transmit to any Owner an Operating Budget in respect of any calendar year shall not constitute a waiver or release in any manner of such Owner's obligation to pay the Regular Assessments or Special Assessments whenever assessed, and in the absence of any Operating Budget, unless otherwise determined by the Board, such Owner shall continue to pay to the Board the Regular Assessments in the installments in force and effect as of the most recent Operating Budget until a new Operating Budget shall become effective.

I. USE OF FUNDS.

All funds collected by the Board hereunder shall be held and expended for the benefit of the Owners and the Condominium Association and for the purposes designated herein.

J. ABANDONMENT.

No Owner may waive or otherwise escape liability for any Assessments by non-use of the Development or abandonment of his Unit.

ARTICLE XIV

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS,  
RULES AND REGULATIONS

A. ABATEMENT AND INJUNCTION.

The violation or breach of any covenant, restriction, rule or regulation contained in the Declaration or the By-Laws, shall afford to the Board and to any Owner, in addition to the rights otherwise set forth herein or in the By-Laws, the right:

(1) To enter upon that part of the Development affected by such violation or breach and summarily to abate and remove, at the joint and several expense of the offenders, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its agents, shall not thereby be deemed guilty of any manner of trespass; or

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

(3) To seek and obtain the help and assistance of appropriate governmental or municipal agencies to correct or remove such violation or breach.

B. CUMULATIVE RIGHTS AND REMEDIES.

All rights and remedies provided for the Board herein and in the By-Laws shall be nonexclusive and cumulative.

ARTICLE XV  
MORTGAGES

Nothing herein contained shall preclude a bank, savings and loan association or insurance company from owning a mortgage on any Unit, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit 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 to bid upon said Unit at the foreclosure sale.

ARTICLE XVI  
SALE OF THE PROPERTY

The Owners, by affirmative vote of Voting Members (as defined in the By-Laws) representing Owners owning at least seventy-five percent (75%) of the votes of Owners cast at a special meeting called for that purpose, with the approval of all first mortgagees of Units may elect to sell the Development as a whole. Such action shall be binding upon all Owners, and thereupon it shall become the duty of every 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 Owner for whom a Voting Member 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 fair market value of his Unit and interest in the Common Elements, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Owner. In the absence of agreement as to the appraiser to be selected, such Owner and the Board may each select one appraiser, and the two appraisers so selected shall select a third appraiser, and the fair market value of such Owner's Unit and interest in the Common Elements, as determined by a majority of the

three appraisers so selected, shall be deemed to be the fair market value. If either party shall fail to select an appraiser, then the appraiser designated by the other party shall make the appraisal. The cost of appraisal shall be borne by the Owner or Owners demanding such appraisal.

ARTICLE XVII  
SALE, LEASING OR OTHER ALIENATION

A. SALE OR LEASE.

Any Owner who wishes to sell or lease his Unit, together with his respective percentage interest in the Common Elements, shall be free to do so; provided, however, any such lease may not be for less than the entire Unit, any such lease shall be in writing, and shall provide that it is subject in all respects to the Declaration and By-Laws and failure to comply with the Declaration or By-Laws shall be a default under such lease.

B. GIFT.

Any Owner who wishes to make a gift in trust or otherwise of his Unit Ownership or any interest therein shall be free to do so.

C. DEVISE; INTESTATE SUCCESSION.

If any Owner dies either intestate or leaving a will devising a Unit Ownership, or any interest therein, and said will is admitted to probate, such Unit Ownership shall pass in accordance with such will or by intestate succession, as the case may be.

D. INVOLUNTARY SALE.

If any Unit Ownership or interest therein is sold at a judicial or execution sale (including a mortgage foreclosure sale) the person acquiring title through such sale shall be free to take possession of the Unit so sold.



ARTICLE XVIII  
EMINENT DOMAIN

A. If a Unit is acquired by eminent domain or if part of a Unit is acquired by eminent domain leaving the Owner with a remnant which may not practically or lawfully be used for any purpose permitted by the Declaration, the award shall compensate the Owner for his Unit and its interest in the Common Elements subject, however, to the rights of all mortgagees of the Unit or part thereof so taken, whether or not any interest in the Common Elements is acquired. Upon acquisition, unless the decree otherwise provides, that Unit's entire interest in the Common Elements votes in the Association, and Common Expense liability automatically shall be reallocated to the remaining Units in proportion to the respective interests, votes, and liabilities of those Units prior to the taking, and the Condominium Association 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 section thereafter shall be a Common Element.

B. Except as provided in Section A, of this Article XVIII, if part of a Unit is acquired by eminent domain, the award shall compensate the Owner for the reduction in value of the Unit and its Common Elements. Upon acquisition, (1) the interest in the Common Elements, votes in the Condominium Association, and Common Expense liability applicable to such unit shall be reduced in proportion to the reduction in the size of the Unit, and (2) the portion of the interest in the Common Elements, votes and Common Expense liability divested from the partially acquired Unit automatically shall be 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.

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

D. The court decree shall be recorded in every County in which any portion of the Development is located.

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

ARTICLE XIX  
GENERAL PROVISIONS

A. NO DEDICATION TO PUBLIC USE.

Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of all or any part of the Development to or for any public use or purpose whatsoever.

B. HOW NOTICE IS GIVEN.

Any notice required or permitted to be given under this Declaration shall be in writing. Any notice hereunder shall be served by prepaid United States mail, addressed as follows:

(1) If to an Owner (including Declarant as to any Units owned by Declarant), to the person or persons reflected as Owner and addressed as reflected on the books of the Board;

(2) If to an Occupant to such Occupant addressed care of the Unit, and if the name of the Occupant is not known, then addressed to "occupant" care of the Unit;

(3) If to any devisee or personal representative of a deceased or incompetent Owner, Occupant or Owner-Participant, to such devisee or personal representative at the address of such Owner, Occupant or Owner-Participant as reflected on the books of the Board or if notice thereof as herein provided has been given to the Board, then to the address of such devisee or personal representative set forth in the records of the court in which the estate of such deceased or incompetent Owner, Occupant or Owner-Participant is being administered;

(4) If to the Board c/o Benj. E. Sherman & Son, Inc., 327 South LaSalle Street, Suite 635, Chicago, Illinois 60604.

The Board or the Association may designate a different address by written notice of such change of address to all Owners and Occupants. All Owners of any Unit may designate different addresses by written notice of such change of address to the Board and the Association. Each notice shall be deemed served on the date and at the time deposited in the United States Mails. Notices addressed as above shall be deemed served upon all Owner-Participants of a Unit when served as above set forth on any one Owner-Participant of such Unit, and upon all members of the Board when served as above set forth on the Association or the Board.

C. DEEDS AND CONVEYANCES SUBJECT TO DECLARATION.

Each grantee, by the acceptance of a deed of conveyance of any Unit, agrees to be deemed for all purposes to be and become the Owner of such Unit as herein defined, and accepts such conveyance subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration and the By-Laws, and all rights, benefits and privileges of every character granted hereby, created, reserved or declared. All impositions and obligations imposed by this Declaration shall be deemed and taken to be covenants running with the land, and shall bind any person at any time having any interest or estate in the Development, and shall inure to the benefit of such Owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

D. FAILURE TO ENFORCE, NO WAIVER.

No restriction, condition, covenant, obligation or provision contained in this Declaration, and no restriction, condition, obligation, rule or regulation adopted by the Board 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.

E. PARTIAL INVALIDITY.

The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration in whole or in part.

F. ADMINISTRATION PRIOR TO FORMATION OF BOARD.

Anything herein or in the By-Laws 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 Developer, notwithstanding the fact that such organization shall not then have been accomplished.

G. RULE AGAINST PERPETUITIES.

If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of:

(1) The rule against perpetuities or some analogous statutory provision;

(2) The rule restricting restraints on alienation;  
or

(3) Any other statutory or common law rules imposing time limits,

then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of James Carter, President of the United States, or such shorter period as may be required by such law or rule.

H. LIBERAL CONSTRUCTION.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a plan for the operation of a first-class residential development.

I. BY-LAWS MADE A PART HEREOF.

The By-Laws attached hereto as Exhibit "A" are expressly made a part hereof and shall be adopted by the Board upon its formation.

J. AMENDMENTS.

Amendments to this Declaration may be effected at any time and from time to time by the filing for record in the Office of the Recorder of the City of St. Louis, Missouri, a Certificate setting forth such amendment executed in one document, or in counterparts (a) prior to the formation of the Board, solely by Declarant, (b) after the formation of the Board, by the affirmative vote of Voting Members representing Owners owning at least seventy-five percent (75%) of the Votes of Owners cast at a special meeting called for that purpose, and (c) as provided in Article IV Section B. Anything in this Section J to the contrary notwithstanding, (except (c) above) no modifications or amendments to this Declaration or the By-Laws shall be valid unless such modification or amendment has the written approval of owners of all promissory notes secured by a deed or deeds of trust of record on any Unit and by the Owners of at least seventy-five percent (75%) of the Units and until such modification or amendment is duly recorded in the office of the Recorder of the City of St. Louis, Missouri provided, however, that this Declaration and By-Laws at all times shall contain the minimum requirements imposed by Chapter 448, V.A.M.S., and in particular, by Sections 448.120, 448.130 and 448.140 V.A.M.S.

K. REAL ESTATE TAXES.

Real Estate Taxes are to be separately taxed to each Owner for its Unit and his corresponding percentage of ownership in the Common Elements as provided in the Act.

L. CONFLICT WITH BY-LAWS.

If there shall be any conflict between the provisions of this Declaration and the provisions of the By-Laws, the provisions of this Declaration shall control.

M. CAPTIONS AND TITLES.

The captions and titles contained in this Declaration are for convenience of reference only and in no way define, limit or describe the scope or intent hereof or of any Article, Section or Paragraph hereof.

N. RECORDING.

Wherever filing is to be performed, pursuant hereto, such filing shall be effected by filing the applicable document or instrument in the office of the Recorder of the City of St. Louis, Missouri.

IN WITNESS WHEREOF, Executive House Associates has caused these presents to be executed by one of its General Partners the day and year first above written.

EXECUTIVE HOUSE ASSOCIATES

By Richard M. Baermer  
General Partner  
RICHARD M. BAERMER

"I here certify that this instrument was received on the date and time, and filed for record at the book and page locations indicated hereon."

William C. Schulze

Recorder of Deeds

W H Moore  
Deputy

STATE OF ILLINOIS     )  
                              )     SS.  
COUNTY OF COOK        )

I, Helen B. Farrell, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard M. Raemer, personally known to me to be one of the General Partners of Executive House Associates, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Partner, he signed and delivered the said instrument as General Partner of said partnership, pursuant to authority given by the Partners of said partnership as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of October, 1979.



Helen B. Farrell  
Notary Public  
HELEN B. FARRELL

EXHIBIT "A"

BY-LAWS OF  
EXECUTIVE HOUSE CONDOMINIUM ASSOCIATION

ARTICLE I

ORGANIZATION OF ASSOCIATION

The Executive House Condominium Association (Condominium Association) shall be organized at such time and place and in such manner as provided in that certain document known as Declaration of Condominium Ownership And Of Easements, Restrictions, Covenants and By-Laws for Executive House Condominium dated as of the 1st day of July, 1979, and made by Executive House Associates, ("Declaration"), to which these By-Laws are attached as Exhibit "A". The terms and definitions contained in the Declaration are hereby defined and used in these By-Laws as they have been defined and used in the Declaration. Adoption, implementation and administration of these By-Laws shall be accomplished pursuant and subject to the Declaration. If there shall be any conflict between the provisions of the Declaration and these By-Laws, the provisions of the Declaration shall control.

ARTICLE II

MEMBERS (OWNERS)

A. ELIGIBILITY.

Except as may be otherwise specifically provided herein, the members of the Association shall consist solely of the respective Unit Owners in the Development. All Unit Owners at the time of organization of the Association, and all Owners subsequent thereto, upon coming into title of their respective Units, automatically become and are deemed members of the Association for all purposes. Continuing membership in the Association shall be compulsory but automatically shall terminate at such time as such Unit Owner is divested of title to the Unit in respect of which he is a member, at which time the new Owner of such Unit automatically shall become a member. The Association may issue certificates evidencing membership therein.

B. MEMBERS' (OWNER'S) VOTING RIGHTS.

There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Owners (the

"Voting Member"). The Voting Member shall be the Owner of such Unit or an Owner-Participant designated by such Owner. A Voting Member at any time or times in writing may designate a person to act as proxy, which person acting as proxy need not be an Owner, Owner-Participant or Occupant. The designation of Voting Member or proxy shall be revocable at any time by written notice to the Board by the designator, or by actual notice to the Board of the death or judicially declared incompetency of any designator or designators, as the case may be. If an Owner is comprised of more than one person, the Voting Member shall be that person who owns, or is designated by the person or persons who own, an interest in the Unit greater than fifty percent (50%). Any Owner-Participant may be present at any meeting of the Voting Members, but only the Voting Member shall be entitled to vote or take any other action as Voting Members, either in person or by proxy. The total number of votes ("Eligible Votes") of all Voting Members shall be one hundred (100) and each Voting Member shall be entitled to the number of votes equal to the percentage of ownership in the Common Elements applicable to the Unit or Units represented by such Voting Member as set forth on Exhibit "C" to the Declaration. Nothing herein contained shall prohibit any one individual from serving concurrently as the Voting Member with respect to more than one Unit. Anything herein contained to the contrary notwithstanding, Developer or its designee shall be deemed the Voting Member as to each and every Unit owned by Declarant.

C. MEETINGS OF THE VOTING MEMBERS.

(1) Place of Meetings, Quorum and Vote. Meetings of the Voting Members shall be held in the Development or at such other place in St. Louis, Missouri, as may be designated in any notice of the meeting. The presence in person or by proxy of Voting Members having one-half (1/2) of the total number of Eligible Votes of all Voting Members at the time of such meeting shall constitute a quorum; except as to matters set forth in the Declaration or in applicable laws requiring a different vote, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of a majority of Eligible Votes present at such meeting and voting upon the particular matter presented. The institutional holders of first mortgage liens on any Unit shall have the right to designate a representative to attend any meeting of Voting Members.



(2) Initial Meeting. The initial meeting of the Voting Members shall be held upon not more than 30 nor less than 10 days written notice given by Declarant after the Association has been formed. Such written notice may be given at any time after at least 50% of the Units have been conveyed by Declarant, and must be given not later than the earlier of (a) 60 days after 75% of the Units have been conveyed by Declarant, or (b) three (3) years after the date of recording the Declaration.

(3) Annual Meeting. There shall be an annual meeting of the Voting Members on the first Tuesday of February following the initial meeting, and on the first Tuesday of February of each succeeding year thereafter at 7:30 P.M., or at such other reasonable time or date as the Board may designate by written notice served not less than 10 nor more than 30 days prior to the date fixed for such meeting.

(4) Special Meetings. Special meetings of the Voting Members may be called at any time after the initial meeting for the purpose of considering matters which, for whatever reason, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Such meetings may be called only by the President, a majority of the Board or pursuant to the written petition signed by Voting Members having an aggregate of not less than 20% of the Eligible Votes of all Voting Members and shall be called by written notice served not less than 10 nor more than 30 days prior to the date fixed for such meeting, unless an emergency exists in which case a meeting may be called upon such shorter period of notice as reasonably may be required by the circumstances. The notice shall specify the date, time and place of the meeting and shall indicate to the extent reasonably possible the matters to be considered.

(5) Notices of Meetings. Notices of meetings shall be served upon all Owners and upon all institutional holders of first mortgage liens on any Unit in mode and manner as set forth in Section A of Article VI of these By-Laws.

(6) Inspectors. At any meeting of Voting Members, the chairman of the meeting may, or upon the request of Voting Members holding at least twenty percent (20%) of the apparent quorum of the Eligible Votes present shall, appoint one or more persons as inspectors for such meeting. Such inspectors shall (a) ascertain and

report the number of Voting Members represented at the meeting based upon their determination of the validity and effect of proxies and the designations of Voting Members, (b) count all votes and report the results, (c) do such other acts as are proper to conduct the voting with impartiality and fairness to all the Voting Members. Each report of an inspector shall be in writing and signed by him or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors as to the number of Voting Members represented at the meeting and as to the results of the voting shall be prima facie evidence thereof.

(7) Voting By Ballot. Voting on any question or in any election shall be by voice unless the Chairman of the meeting shall order, or twenty percent (20%) of the quorum of Voting Members at such meeting shall demand, that voting be by written ballot.

(8) Chairman. Upon formation of the Board and the election of a President as hereinafter described, the President shall act as Chairman of all meetings of Voting Members.

D. WAIVER OF NOTICE.

Anything herein contained to the contrary notwithstanding, the presence of any Voting Member at any meeting shall be deemed to waive the requirements for notice of such meeting to such Voting Member.

E. ASSOCIATION.

Developer has caused to be incorporated a not-for-profit corporation under the General Not for Profit Corporation Act of the State of Missouri, called "Executive House Condominium Association" which corporation shall be the governing body for all the Owners for the maintenance, repair, replacement, administration and operation of the Development. The Board of Directors of the Condominium Association shall be deemed to be the Board of Managers (the "Board") referred to in the Declaration, herein and in the Act.

ARTICLE III

BOARD OF MANAGERS

A. GENERAL POWERS.

Unless otherwise specifically provided in the Declaration, these By-Laws, or required by law, the management and direction of the Development shall be vested in the Board.

B. ELIGIBILITY.

The Board shall consist of seven (7) persons, each of whom shall be elected by the Voting Members in the manner hereinafter provided, and each of whom shall be one of the persons comprising an Owner or Owner-Participant at all times during their respective terms of office.

C. ELECTION BY VOTING MEMBERS.

At the initial meeting the Voting Members shall elect the members of the Board. In all elections for members of the Board 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 offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. At the first annual meeting seven (7) Board members shall be elected. The four (4) individuals receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years, and the three (3) individual receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. The Voting Members having two-thirds (2/3) or more of the Eligible Votes may from time to time increase or decrease the number of individuals on the Board or may increase or decrease the terms of office of Board members at any annual or special meeting provided that such terms of office shall not be greater than (2) years; that such number of Board Members shall not be less than three (3), and that the terms of at least one-third of the number of the members of the Board shall expire annually. If a member of the Board shall die, resign, be adjudged incompetent, cease to remain eligible under Section B of this Article III, or be removed, he thereupon forthwith shall cease to be a member of the Board and his place on the Board shall be filled by the Owners at a special meeting of Owners called for such purpose.

D. MEETINGS.

An initial meeting of the Board shall be held immediately following the initial meeting of the Voting Members and an annual meeting of the Board shall be held immediately following each annual meeting of the Voting Members thereafter, and at the same place. The Operating Budget shall be adopted at the annual meeting of the Board. In addition to the initial and annual meetings, meetings of the Board shall be held on the first Tuesday of each May, August, and November at the same place and at the same time as the annual meeting of the Board. Special meetings of the Board may be held at such times and places as the Board may determine, or upon call by the President or a majority of the Board Members upon not less than forty-eight (48) hours notice to all Board Members and to all Voting Members (unless an emergency exists, in which case notice shall be not less than one (1) hour) in writing and served upon each Board Member in mode and manner as set forth in Section A of Article VI of these By-Laws. A majority of the members of the Board shall constitute a quorum at any meeting. The Board shall act at meetings by majority vote of the quorum, or by unanimous consent of all members of the Board. All Board meetings shall be open to any Unit Owner.

E. WAIVER OF NOTICE.

Anything herein contained to the contrary notwithstanding, the presence of any member of the Board at any meeting shall be deemed to waive the requirements for notice of such meeting to such member of the Board.

F. COMPENSATION.

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

G. DETERMINATION OF BOARD TO BE BINDING.

Matters of dispute or disagreement solely among and affecting Owners, Owner-Participants or Occupants relating to the Development or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board, which determination shall be final and binding on all concerned.

H. REMOVAL OF BOARD MEMBERS.

The Voting Members, by the vote of Voting Members having not less than 2/3 of the Eligible Votes at any meeting called for such purpose may remove any Board member at any time, with or without cause.

ARTICLE IV

OFFICERS

A. ELECTION OF OFFICERS.

The principal officers of the Condominium Association shall be elected at the initial meeting of the Board and at each annual meeting thereafter.

B. ELIGIBILITY.

Each officer shall be one of the persons comprising an Owner or Owner-Participant at all times during their respective terms of office.

C. DESIGNATION.

The principal officers of the Condominium Association shall be the President, Vice President, Secretary and Treasurer, each of whom shall be a separate individual, each of whom shall be an Occupant, and each of whom shall be a member of the Board. Other officers, including, but not limited to, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers who shall be empowered to act in the absence or in the event of the refusal or inability to act of the respective principal officers to which they are designated assistant, with powers and duties not inconsistent with these By-Laws, may be elected by the Board from time to time. Any one individual may hold more than one office, provided, however, that no one individual simultaneously may hold the offices of President and Secretary or President and Vice President. All officers shall serve until the next annual meeting of the Board and until their respective successors are duly elected and qualified, subject, however, to Section H of this Article IV.

D. PRESIDENT.

The President shall be the chief executive officer of the Condominium Association. He shall act as Chairman of all meetings of the Voting Members and of the Board and shall preside at all meetings of the Voting Members and of

the Board. He shall have all the general powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the power to appoint committees from the membership from time to time as in his discretion he may decide it appropriate to assist in the conduct of the affairs of the Condominium Association. He shall also mail and receive all notices and execute all amendments to condominium instruments as provided in the Act and in the Declaration and these By-Laws.

E. VICE PRESIDENT.

In the absence of the President or in the event of his inability or refusal to act, the Vice President shall perform the duties of the President, and, when so acting shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the Board.

F. SECRETARY.

The Secretary (1) shall have the responsibility to keep minutes of all meetings of the Board, and the minutes of all meetings of Voting Members, (2) shall have the custody of the seal of the Condominium Association, (3) shall have charge of the membership books and such other books and papers as the Board may direct, (4) shall serve all notices to be served in behalf of the Condominium Association or the Board unless directed otherwise by the Board, and (5) in general shall perform all duties incident to the office of Secretary; provided, however, that the Secretary may delegate the performance of any duty or duties to such person or persons as the Board may approve from time to time.

G. TREASURER.

The Treasurer shall be responsible for (1) the control, accounting and bookkeeping of funds and securities, (2) keeping full and accurate records of all receipts and expenditures in books belonging to the Condominium Association, and (3) the deposit of all monies and securities in the name and for the credit of the Condominium Association in such depositories as from time to time the Board may designate, and in general shall perform all of the duties incident to the office of Treasurer; provided, however, that the Treasurer may delegate the performance of any duty or duties to such person or persons, or any manager and managing agent, as the Board may approve from time to time.

H. REMOVAL OF OFFICERS; VACANCIES.

The Board may remove any officer at any time, with or without cause. If the office of any principal officer shall become vacant for any reason, including, without limitation, removal, the Board forthwith shall fill such vacancy.

I. COMPENSATION.

Officers shall receive no compensation for their services as officers unless expressly provided for in resolutions duly adopted at a meeting of the Board and ratified in resolutions duly adopted at a meeting of the Voting Members. Out-of-pocket costs necessarily incurred, such as stationery, postage and 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 other capacity, provided that such retention and compensation shall be on reasonably competitive terms.

ARTICLE V

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 Owners as provided in the Declaration. The Board is hereby expressly given authority to engage the services of a manager and managing agent.

ARTICLE VI

GENERAL PROVISIONS

A. HOW NOTICE IS GIVEN.

Any notice required or permitted to be given under the Declaration shall be in writing and shall be served in mode and manner as set forth in the Declaration. Any notice required or permitted to be given hereunder shall be served by prepaid, United States mail. Any such notice shall be addressed as follows:

(1) if to an Owner, (including Declarant as to any Units owned by Declarant) to the person or persons reflected as Owner and addressed as reflected the books of the Condominium Association;

(2) if to an Occupant, to such Occupant addressed care of the Unit, and if the name of the Occupant is not known, then addressed to "occupant", care of the Unit;

(3) if to any devisee, personal representative of a deceased or incompetent Owner, Occupant or Owner-Participant, to such devisee or personal representative at the address of such Owner, Occupant or Owner-Participant as reflected on the books of the Condominium Association, or if Notice thereof as herein provided has been given to the Board, then to the address of such devisee or personal representative set forth in the records of the Court in which the estate of such deceased or incompetent Owner, Occupant or Owner-Participant is being administered;

(4) if to the Board; c/o Benj. E. Sherman & Son, Inc., 327 South LaSalle Street, Suite 635, Chicago, Illinois 60604.

The Board may designate a different address by written notice of such change of address to all Owners, Owner-Participants and Occupants. All Owners may designate a different address by written notice of such change of address to the Board. Each notice shall be deemed served on the date and at the time deposited in the United States mails. Notices addressed as above shall be deemed served upon all Owner-Participants of a Unit when served as above set forth on any one Owner-Participant of such Unit.

**B. PARTIAL INVALIDITY.**

The invalidity of any covenant, restriction, condition, limitation or any other provision of these By-Laws or of any part thereof, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these By-Laws in whole or in part.

**C. ADMINISTRATION PRIOR TO ORGANIZATION OF BOARD.**

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 Developer, notwithstanding the fact that such organization shall not then have been accomplished.



D. AMENDMENTS.

Amendments or modifications to these By-Laws may be effected at any time and from time to time by Voting Members holding at least seventy-five percent (75%) of the Eligible Votes present at a meeting called for such purpose, and thereafter filing for record in the office of Recorder of the City of St. Louis, Missouri, a certificate setting forth such amendment. Any such amendments or modifications shall become effective upon recording such amendment or modification as above set forth, provided, however, no provision in these By-Laws may be amended so as to conflict with the Declaration or the Act. Anything in this Section D to the contrary notwithstanding, no amendment or modification permitted by this Section D may be made without the prior written approval of all institutional holders of first mortgage liens on any Unit.

E. CAPTIONS AND TITLES.

The captions and titles contained in these By-Laws are for convenience of reference only and in no way define, limit or describe the scope or intent hereof or of any Article, Section or Paragraph hereof.

F. ACCOUNT OF OWNER.

Upon not less than 10 days notice to the Board and payment of a reasonable fee determined by the Board, any 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.

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PERCENTAGE OF OWNERSHIP  
IN THE COMMON ELEMENTS  
EXECUTIVE HOUSE CONDOMINIUM

UNIT NO.	PERCENTAGE OF OWNERSHIP	UNIT NO.	PERCENTAGE OF OWNERSHIP	UNIT NO.	PERCENTAGE OF OWNERSHIP	UNIT NO.	PERCENTAGE OF OWNERSHIP
2A	.39884	8A	.38946	14A	.40705	20A	.43051
2B	.60061	8B	.62407	14B	.65691	20B	.68624
2C	.81528	8C	.85047	14C	.88097	20C	.91146
2D	.51380	8D	.54078	14D	.56542	20D	.58888
2E	.62876	8E	.66043	14E	.69093	20E	.71909
2F	.61820	8F	.65340	14F	.68624	20F	.71557
2G	.46922	8G	.46453	14G	.48917	20G	.51732
3A	.37421	9A	.39180	15A	.41292	21A	.43403
3B	.60647	9B	.62876	15B	.66278	21B	.69093
3C	.82349	9C	.85634	15C	.88801	21C	.91616
3D	.51967	9D	.54665	15D	.57011	21D	.59240
3E	.63463	9E	.66630	15E	.69563	21E	.72378
3F	.62407	9F	.65809	15F	.69211	21F	.72026
3G	.44342	9G	.46805	15G	.49503	21G	.52084
4A	.37773	10A	.39415	16A	.41644	22A	.43755
4B	.61117	10B	.63463	16B	.66747	22B	.69563
4C	.83053	10C	.86103	16C	.89270	22C	.92085
4D	.52553	10D	.55017	16D	.57363	22D	.59592
4E	.64049	10E	.67216	16E	.70032	22E	.71674
4F	.62993	10F	.66395	16F	.69680	22F	.72495
4G	.44928	10G	.47274	16G	.49972	22G	.52436
5A	.38242	11A	.39649	17A	.41996	23A	.44224
5B	.61703	11B	.63932	17B	.67216	23B	.70149
5C	.83639	11C	.86572	17C	.89739	23C	.92671
5D	.53022	11D	.55369	17D	.57715	23D	.60061
5E	.64636	11E	.67686	17E	.70501	23E	.72261
5F	.63815	11F	.66865	17F	.70149	23F	.73082
5G	.45397	11G	.47744	17G	.50442	23G	.52905
6A	.38476	12A	.39884	18A	.42348	24A	.44811
6B	.61938	12B	.64518	18B	.67686	24B	.70970
6C	.84109	12C	.87041	18C	.90208	24C	.70149
6D	.53374	12D	.55720	18D	.58067	24D	.83522
6E	.65105	12E	.68155	18E	.70970	24E	.73082
6F	.64284	12F	.67451	18F	.70618	24F	.73903
6G	.45749	12G	.48096	18G	.50911	24G	.53492
7A	.38711	13A	.40236	19A	.42699		
7B	.62172	13B	.65105	19B	.68155		
7C	.84578	13C	.87510	19C	.90678		
7D	.53726	13D	.56072	19D	.58418		
7E	.65574	13E	.68624	19E	.71439		
7F	.64870	13F	.68038	19F	.71088		
7G	.46101	13G	.48447	19G	.51028		

**END OF DOCUMENT**

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AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR EXECUTIVE HOUSE CONDOMINIUM

This Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Executive House Condominium ("Amendment") is made as of this 8th day of September, 1980, by EXECUTIVE HOUSE ASSOCIATES, an Illinois limited partnership ("Declarant").

WHEREAS, Declarant is the named declarant under the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Executive House Condominium (the "Declaration") which was made as of the 1st day of July, 1979, by Declarant; and

WHEREAS, the Declaration was filed for record in the office of the Recorder of the city of St. Louis, Missouri in Book 211 M, Page 1653; and

WHEREAS, the Board has not yet been formed; and

WHEREAS, pursuant to Article XIX, Section J, amendments to the Declaration may be effected at any time prior to the formation of the Board solely by Declarant; and

WHEREAS, pursuant to Article IV, Section B, the Owner or Owners of two or more continuous units may combine or subdivide all or any part or parts of their units (including the undivided interest in the common elements appurtenant to such unit or units) for the purpose of increasing the size of one of such units and eliminating or reducing the size of the other of such units; and

WHEREAS, the owners of the units involved have made written application to the Declarant requesting an amendment to the Declaration and Plat setting forth the proposed reallocation of the percentage interest in the common elements of such units; and

SEP 25 2 48 PM '80

SHARON CARPENTER  
RECORDER

WHEREAS, written approval of the holders of the first mortgages of the units involved has been secured; and

WHEREAS, Declarant has determined to amend the Declaration as provided in this Amendment;

NOW, THEREFORE, Declarant for itself, its successors and assigns, does hereby amend the Declaration as follows:

Exhibit "B", the Plat, is hereby amended by the insertion of the amended page attached hereto as Schedule A showing the addition of a bedroom to Unit 24C and the reduction of said bedroom from Unit 24D, and

Exhibit "C", labeled, PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS EXECUTIVE HOUSE CONDOMINIUM is hereby amended to reflect the adjustment of the percentage of ownership in the common elements of Units 24C and 24D as follows: See Plat Book #45 Page 17

<u>UNIT NO.</u>	<u>PERCENTAGE OF OWNERSHIP</u>
24C	.93241
24D	.60430

IN WITNESS WHEREOF, EXECUTIVE HOUSE ASSOCIATES has caused these presents to be executed by one of its general partners the day and year first above written.

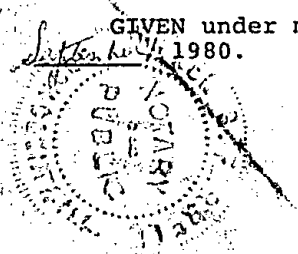
EXECUTIVE HOUSE ASSOCIATES

By Richard M. Reeman  
General Partner

STATE OF ILLINOIS )  
 ) SS.  
 COUNTY OF COOK )

I, Helene B. Farrell, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Richard M. Kaemer, personally known to me to be one of the General Partners of Executive House Associates, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Partner, he signed and delivered the said instrument, as General Partner of said partnership, pursuant to authority given by the Partners of said partnership as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of September, 1980.



Helene B. Farrell  
 Notary Public

~~My Commission Expires~~

My Commission Expires May 22, 1983

END OF DOCUMENT

1860

FIRST AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP AND OF  
EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS  
FOR EXECUTIVE HOUSE CONDOMINIUM

This First Amendment to Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Executive House Condominium ("First Amendment") is made as of this 31<sup>ST</sup> day of December, 1980, by EXECUTIVE HOUSE ASSOCIATES, an Illinois limited partnership ("Declarant").

WHEREAS, Declarant is the named declarant under the Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Executive House Condominium (the "Declaration") which was made as of the 1st day of July, 1979, by Declarant; and

WHEREAS, the Declaration was filed for record in the Office of the Recorder of the city of St. Louis, Missouri in Book 211 M, Page 1653; and See Plat Book 45 Page 30, Schedule "B" )

WHEREAS, the Board has not yet been formed; and

WHEREAS, pursuant to Article XIX, Section J, Amendments to the Declaration may be effected at any time prior to the formation of the Board solely by Declarant; and

WHEREAS, Declarant has determined to amend the Declaration as provided in this First Amendment;

NOW, THEREFORE, Declarant for itself, its successors and assigns, does hereby amend the Declaration as follows:

There is hereby added to Article VI, Section D Parking the following additional paragraph:

119

RECORDED  
CARPENTER

ASH 6 3 40 PM '81

Anything in the immediately preceding paragraph of this Section D to the contrary notwithstanding, Declarant is causing to be constructed on the portion of the Common Elements legally described on Schedule A hereto as more particularly delineated on the drawing attached as Schedule B hereto a parking garage (the "Parking Garage"). In satisfaction of the obligation set forth in the immediately preceding paragraph to provide the right to lease one Parking Space adequate to park one standard-size automobile in the Parking Area, which right is appurtenant to and runs with each Unit pursuant to such terms and conditions as the Board may prescribe, Declarant may assign to any Occupant ("Garage Occupant") the right to the exclusive use and possession of a parking space within the Parking Garage sufficient to park one standard-size automobile (a "Garage Parking Space"). Any Garage Occupant may lease or assign his right to the exclusive use and possession of a Garage Parking Space upon such terms and conditions as the Garage Occupant may determine from time to time by a lease or instrument of assignment executed and acknowledged in recordable form, but only to another Occupant, provided, however, any such lease or assignment shall contain a provision which states that such lease or assignment automatically shall become null and void if the Assignor thereof shall default under such Assignor's first mortgage on such Assignor's Unit as such first mortgage also includes a lien upon the Garage Parking Space. The use and possession of each Garage Parking Space shall also be pursuant to Parking Space leases described above and to such rules and regulations as the Board shall determine. Each Owner, Occupant or other party, as the case may be, shall be responsible for his vehicle parked in the Parking Garage Space assigned to him, and all personal property located

therein, and in connection therewith acknowledge that the Parking Garage is a single structure, and access to any one Garage Parking Space will give access to all Garage Parking Spaces, and in connection therewith acknowledge that the Parking Garage is unattended and that they and each of them agree that there is no liability upon the Board or the Developer on account of damage or injury to property or persons other than damage or injury directly resulting from negligence of the Board, the Developer or the agents or employees of the Board or the Developer; and further acknowledge that the fact that the Parking Garage is unattended shall not be construed as negligence of the Board or the Developer.

IN WITNESS WHEREOF, EXECUTIVE HOUSE ASSOCIATES has caused these presents to be executed by one of its general partners the day and year first above written.

EXECUTIVE HOUSE ASSOCIATES

By Richard M. Ruemer  
General Partner



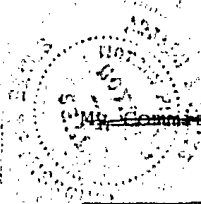
STATE OF Missouri )  
 ) SS.  
 City OF St. Louis )

I, Adolph C. Kraus, a Notary Public in and for said City, in the State aforesaid, do hereby certify that Richard M. Reemer, personally known to me to be one of the General Partners of Executive House Associates, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such General Partner, he signed and delivered the said instrument as General Partner of said partnership, pursuant to authority given by the Partners of said partnership as his free and voluntary act and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31<sup>st</sup> day of December, 1980.

Adolph C. Kraus  
 Notary Public

ADOLPH C. KRAUS  
 NOTARY PUBLIC STATE OF MISSOURI  
 LOUIS CITY  
 MY COMMISSION EXPIRES FEB. 28 1983



My Commission Expires:

SCHEDULE A

"PARKING GARAGE"

A parcel of ground in Block 3901, of the City of St. Louis, Missouri, being part of the "EXECUTIVE HOUSE CONDOMINIUM" site, as recorded in Surveyor's Record Book 16, Pages 41-47 inclusive, City of St. Louis Recorder's Office; said parcel being more particularly described as follows:

BEGINNING at a point in the northern line of the East/West Alley, 20 feet wide, in said block, distant North 75 degrees 02 minutes West 47.96 feet from the southeastern corner of said EXECUTIVE HOUSE CONDOMINIUM site; thence North 75 degrees 02 minutes West 247.00 feet along the northern line of said Alley; thence North 14 degrees 58 minutes 24 seconds East 25.81 feet, to the southern face of the southern wall of an existing 1 Story Concrete Garage; thence South 75 degrees 01 minute 36 seconds East 247.00 feet along the southern face of said wall, to the southeastern corner of said 1 Story Concrete Garage; thence South 14 degrees 58 minutes 24 seconds West 25.78 feet, to the northern line of said Alley, and the point of beginning, and containing 6,371 Square Feet.

**END OF DOCUMENT**



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**BOOK            PAGE**  
**12202012-0273**

**RECORDER OF DEEDS**  
**CITY OF ST. LOUIS**  
**RECORDED-CERTIFIED ON**  
**12/20/2012 3:58 PM**

**SHARON QUIGLEY CARPENTER**  
**RECORDER OF DEEDS**

**PAGES: 6**  
**AMOUNT DUE: 48.00**  
**4491111**

Space Above Line Reserved for Recorder's Use

TITLE OF DOCUMENT:	Second Amendment to Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for Executive House
DATE OF DOCUMENT:	<u>DECEMBER 3</u> , 20 <u>12</u>
GRANTOR:	EXECUTIVE HOUSE CONDOMINIUM ASSOCIATION
GRANTOR'S MAILING ADDRESS:	4466 West Pine Blvd. St. Louis, Missouri 63108 Attn: President
GRANTEE:	EXECUTIVE HOUSE CONDOMINIUM ASSOCIATION
GRANTEE'S MAILING ADDRESS:	4466 West Pine Blvd. St. Louis, Missouri 63108 Attn: President
LEGAL DESCRIPTION:	See <u>Exhibit A</u>
REFERENCES TO BOOK AND PAGES:	Book 211M, Page 1653 Book 257M, Page 1732

**SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP  
AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR  
EXECUTIVE HOUSE CONDOMINIUM**

This SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP AND EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAWS FOR EXECUTIVE HOUSE CONDOMINIUMS ("Amendment"), is made and entered into this 3<sup>rd</sup> day of DECEMBER, 2012, by the EXECUTIVE HOUSE CONDOMINIUM ASSOCIATION, a Missouri non-profit corporation (the "Association").

WHEREAS, this Amendment amends that certain Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for Executive House Condominium dated as of July 1, 1979 and recorded on October 18, 1979 in Book 211M at Page 1653 in the Office of the Recorder of Deeds for St. Louis City, Missouri (the "Recorder's Office"), as amended by that certain First Amendment to Declaration of Condominium Ownership and Easements, Restrictions, Covenants and By-Laws for Executive House Condominium dated as of December 31, 1980 and recorded on or around January 8, 1981 in Book 257M at Page 1732 in the Recorder's Office (as amended, the "Declaration"), which Declaration, among other things, establishes certain procedures, easements, and other restrictions, rights, and obligations pertaining to the governance and operation of the Association and the property described on Exhibit A, attached hereto and incorporated herein (the "Property"); and

WHEREAS, Unit 9F and Unit 9G were previously combined into a single unit and later subdivided into two separate units for the purpose of increasing the size of one of such Units and reducing the size of the other Unit;

WHEREAS, Article IV (B) of the Declaration provides that "the President of the Association ... shall file in the office of the Recorder of the City of St. Louis, Missouri, an amendment to the Plat depicting such subdivision or combination and an amendment to this Declaration setting forth all pertinent aspects of such transaction"; and

WHEREAS, the Association, by this instrument and with the approval of the majority of the Board, intends to amend the Declaration as follows.

**NOW, THEREFORE:**

1. Pursuant to Article IV (B) of the Declaration, Exhibit C to the Declaration is amended to delete Units 9F and 9G and their respective Percentage of Ownership, and in lieu thereof, Exhibit C to the Declaration is amended to add the following:

<u>Unit No.</u>	<u>Percentage of Ownership</u>
9F	.67568
9G	.45046

2. Pursuant to Article IV (B) of the Declaration, the Association shall simultaneously record an amendment to the Plat in the Recorder's Office depicting such subdivision of Units 9F and 9G.

3. Except as hereby amended by this Amendment, and all prior amendments, the Declaration shall remain in full force and effect, and shall be binding and enforceable in accordance with its terms as hereby amended. In the event any provision of the Declaration, this Amendment, or any previous amendment is found to be invalid or unenforceable, the same shall not affect or impair the validity or enforceability of any other provision.

4. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Declaration. The foregoing recitals to this Amendment are hereby incorporated into this Amendment as if fully set forth herein.

***[Signature Page Follows]***

IN WITNESS WHEREOF, the Association has executed this Amendment this 3<sup>rd</sup> day of December, 2012.

**EXECUTIVE HOUSE CONDOMINIUM  
ASSOCIATION, a Missouri non-profit  
corporation**

By: Mona McFadden  
MONA McFadden, President

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

On this 3<sup>rd</sup> day of December, 2012, before me appeared MONA MCFADDEN, to me personally known, who, being by me duly sworn did say that she/he is the President of the Executive House Condominium Association, a Missouri non-profit corporation, and that said instrument was signed in behalf of said association by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said association.

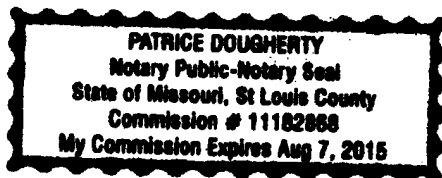
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid on the day and year first above written.

Patrice Dougherty  
Notary Public

Print Name: Patrice Dougherty

My Commission Expires:

August 7, 2015



**Exhibit A****LEGAL DESCRIPTION**

The western 40.00 feet of Lot 8, all of Lot 9, and the eastern 112.50 feet of Lot 10, of "PATCHIN'S SUBDIVISION", and in Block 3901 of the City of St. Louis, Missouri, as per the record plat thereof; said parcel being more particularly described as follows:

BEGINNING at the point of intersection of the southern line of West Pine Boulevard, 80 feet wide, with a line distant 112.50 feet west of and parallel with the eastern line of said Lot 10; thence South 75 degrees 02 minutes East 302.50 feet along the southern line of said West Pine Boulevard, to a line distant 40.00 feet east of and parallel with the western line of said Lot 8; thence South 14 degrees 58 minutes West 213.19 feet along said line parallel with the western line of Lot 8, to the northern line of an Alley, 20 feet wide; thence North 75 degrees 02 minutes West 302.50 feet along the northern line of said Alley, to said line distant 112.50 feet west of and parallel with the eastern line of Lot 10; thence North 14 degrees 58 minutes East 213.19 feet along said line parallel with the eastern line of Lot 10, to the southern line of said West Pine Boulevard and the point of beginning, and containing 64,490 square feet, or 1.4805 acres.

**LENDER CONSENT TO AMENDMENT**

The undersigned, CitiMortgage, Inc., a New York corporation, as holder of that certain Deed of Trust dated June 1, 2004 and recorded in Book 06212004, Page 0065, of the Recorder's Office for St. Louis City, Missouri ("Mortgage"), which Mortgage encumbers Units 9F and 9G in the Executive House Condominium, does hereby join in the execution of this Amendment solely for the purposes of consenting to the change in the percentage interest in the Common Elements of such Units 9F and 9G.



LENDER:

CitiMortgage, Inc.

By: Name: Shelley L. HessTitle: Assistant Vice PresidentSTATE OF MarylandCounty OF Frederick

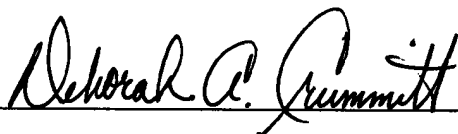
)

) SS

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On this 2nd day of November in the year 2012, before me appeared Shelley L. Hess, to me personally known, who, being by me duly sworn, did say that she/he is a Assistant Vice President of CitiMortgage, Inc., a New York corporation, and that said instrument was signed in behalf of said banking corporation, by authority of its board of directors; and said Shelley L. Hess acknowledged said instrument to be the free act and deed of said banking corporation.

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



Notary Public

Print Name: Deborah A CrummittMy Commission Expires: May 5, 2016