

305

Declaration 152.00
Plat 100.00
Total 252.00

WARSON RIDGE CONDOMINIUMS

DECLARATION OF CONDOMINIUM

THIS DECLARATION of submission of Warson Ridge Condominiums to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, is executed this 23rd day of December 1986, by Warson Ridge, Inc., a Missouri corporation, hereinafter referred to as "Declarant".

WITNESSETH THAT:

WHEREAS, Declarant is the owner in fee simple of property situated entirely in St. Louis County, Missouri, as more particularly described in Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, Declarant intends that said property, together with all buildings, improvements and appurtenances of whatsoever kind now or hereafter thereon, shall be submitted to the provisions of the Uniform Condominium Act as adopted in the State of Missouri, Sections 448.1-101 to 448.4-120, R.S.Mo., 1978, as amended.

NOW THEREFORE, Declarant, as the owner of the property above described, for the purposes herein set forth, does hereby DECLARE said property and all improvements thereon and those to be erected thereon to be a condominium property hereafter known as "Warson Ridge Condominiums" under the Uniform Condominium Act as adopted in the State of Missouri, Section 448.1-101 to 448.4-120, R.S.Mo. 1978, as amended, and further declares and provides as follows:

ARTICLE 1

1986 DEC 30 AM 11:45

Definitions

ST. LOUIS COUNTY, MO.

The following terms, as used herein or elsewhere in any condominium documents relating to Warson Ridge Condominiums, unless otherwise provided, are defined as:

1.1 Act: The Uniform Condominium Act as adopted in the State of Missouri, Section 448.1-101 to 448.4-120, R.S.Mo. 1978, as amended.

1.2 Allocated Interests: The undivided interest in the Common Elements allocated to each Unit, the share of the Common Expense Liability allocated to each Unit, and the number of votes in the Association allocated to each Unit.

1.3 By-Laws: The By-Laws of the Association as they exist from time to time.

1.4 Association or Unit Owners' Association: Warson Ridge Condominiums Owners Association, the unincorporated association responsible for operation of the Condominium as organized pursuant to Section 448.3-101, R.S.Mo. 1978, as amended.

1.5 Common Element(s): All portions of the Condominium Property other than the Units, including the land, corridors, halls, stairways, entrances and exits, laundry, mailroom, garage, carport, storage areas, basement, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating and air-conditioning system, public utility lines, structural parts of the Condominium Building, outside walks, driveways, roads, parks, swimming pool(s), recreational facilities, landscaping, and all other portions of the

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Condominium Property except the Units. Structural columns and support walls located within the boundaries of a Unit shall be part of the Common Elements.

1.6. Common Expenses: Expenditures made by or financial liabilities of the Association, together with any allocations to reserves.

1.7. Common Expense Liability: The liability for Common Expenses allocated to each Unit pursuant to this Declaration and the Act.

1.8. Common Surplus: The excess of all receipts of the Association including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the amount of the Common Expenses.

1.9. Condominium: The "Warson Ridge Condominiums" as hereby created, including without limitation all Units, the Condominium Building, the Condominium Property, the Common Elements, and Limited Common Elements.

1.10. Condominium Building or Building: The structure, or collectively the structures, which comprise the part of the Condominium Property within which the Units are located.

1.11. Condominium Property or Property: All lands described in Exhibit A attached hereto which are hereby subjected to condominium ownership, whether or not contiguous, together with: all Improvements thereon; all appurtenances thereto belonging; all fixtures and equipment intended for the mutual use, benefit or enjoyment of the owners; and all easements and rights appurtenant thereto; but only to the extent that such items are intended for use in connection with the Condominium.

1.12. Declarant: Warson Ridge, Inc., a Missouri corporation, its successors and assigns.

1.13. Declaration: This instrument by which the property above described is submitted to the provisions of the Act and any amendment to this instrument.

1.14. Development Rights: Any right or combination of rights reserved herein by the Declarant to add real estate to the Condominium; to create Units, Common Elements or Limited Common Elements within the Condominium; to subdivide Units or convert Units into Common Elements; or to withdraw real estate from the Condominium.

1.15. Executive Board or Board: The board of directors or other administrative body responsible for the administration of the Association and which is designated in this Declaration to act on behalf of the Association.

1.16. Identifying Number: The symbol, number, letter or address, or any combination thereof, shown on the Plat which identifies only one Unit in the Condominium.

1.17. Improvements: All improvements constructed or to be constructed upon the lands that are hereby submitted to condominium ownership including, without limitation, the Condominium Building.

1.18. Limited Common Elements: Those Common Elements which are reserved for the use of a certain Unit or Units (but fewer than all of the Units) to the exclusion of other Units as described in Article 24 hereof.

1.19. Owner or Unit Owner: The Person or Persons, individually or collectively, having fee simple ownership of a Unit, but excluding a Person having an interest in a Unit solely as security for an obligation.

1.20. Person: A natural person, corporation, business trust, estate, trust, partnership, association, joint venture, government, governmental subdivision or agency, or other legal or commercial entity; provided, however, that in the case of a land trust, "Person" means the beneficiary of the trust rather than the trust or the trustee.

1.21. Plan: A drawing prepared by a registered architect or engineer with respect to the Condominium, showing the location and dimensions of the vertical boundaries of each Unit and each Unit's identifying number; any horizontal Unit boundaries, with reference to established datum, and each Unit's identifying number; and any Units in which the Declarant has reserved the right to create additional Units or Common Elements.

1.22. Plat: A drawing of the Condominium Property and Improvements of the Condominium prepared by a registered land surveyor which contains the information required by subsection 2 of Section 448.2-109, R.S.Mo. 1978, as amended. A copy of the Plat is attached hereto as Exhibit B and incorporated herein by this reference.

1.23. Unit: That physical portion of the Condominium designated for separate ownership or occupancy consisting of one (1) or more rooms, occupying one or more floors, or a part or parts of one or more floors, and intended for any type of independent use as a single and separate residence. The boundaries of a Unit shall be determined by and measured from the boundary planes formed by the back surface of the ceiling, the inner surface of the sub-floor, the center line of common walls dividing Units, and the inner surfaces of the exterior walls, including all windows, exterior doors, balcony, if any, patio, if any, and assigned parking space or spaces, if any, designed and intended as an independent living unit. Each such Unit shall be designated in plans, deeds, plats and other documents by its Identifying Number, and includes all wall openings and wall decorations in such space, and all pipes, wires, cables, conduits, utility installations, sanitary and storm sewer facilities, laundry equipment and all electrical, water, heating and air conditioning equipment exclusively serving the Unit within such Unit or outside the Unit, but appurtenant only thereto. Notwithstanding the foregoing, a Unit does not include the load bearing portion of load bearing walls (excluding all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, and any other materials constituting any part of the finished surface of any such load bearing walls) nor any pipe, wire, cable, or conduit located in any portion of such Unit which serves more than one Unit, nor any equipment which serves more than one Unit. The term "Unit" includes also the Allocated Interest pertaining to the Unit and all rights and property appurtenant to the Unit.

ARTICLE 2

Units

The entire project shall consist of a maximum of sixty (60) Units, all of which will be utilized only for residential purposes. Each Unit shall be legally described by its Identifying Number.

ARTICLE 3

Interest in Common Elements

3.1 Allocated Interests: The Common Elements shall be owned in undivided interests by all Unit Owners as tenants in common in accordance with their respective Allocated Interests. For purposes of determining the undivided interest in the Common Elements appurtenant to each Unit and the share of the Common Expense Liability to be borne by each Unit, the Allocated Interest of each Unit shall be as set forth in Exhibit "C" attached hereto and incorporated herein by this reference, and each Unit shall bear the same proportionate share of the Common Expense Liability as its Allocated Interest bears to 1.00 if stated as a fraction or decimal or one hundred percent (100%) if stated as percentages. Except for minor variations due to rounding, the sum of the Allocated Interests allocated at any time to all the Units shall equal one if stated as fractions or decimals or one hundred percent (100%) if stated as percentages.

3.2 Determination of Allocated Interests: The Allocated Interests have been computed and determined as a fraction (or the decimal or percentage equivalent of such fraction) equal to the fraction determined by using the integer 1 as the numerator and the total number of completed Units indicated on the Plat as the denominator. Subject to Article 31 of this Declaration, said Allocated Interests shall remain constant unless hereafter changed upon the submission of additional property and/or additional Units to the Condominium and the scope of this Declaration, or by written agreement of all the persons who are then Unit Owners, provided, however, that any such change shall be strictly in accordance with the provisions of the Act.

3.3 Votes Per Unit: Each Unit is entitled to one (1) vote with respect to matters requiring or permitting a vote of Unit Owners, which vote shall be cast in accordance with the By-Laws.

ARTICLE 4

Use of Common Elements

Each Unit Owner and such Unit Owner's family and guests, licensees and invitees, shall have the right to use the Common Elements, in common with all other Unit Owners. Such right to use the Common Elements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and such rules and regulations as the Executive Board may from time to time prescribe. The Executive Board may lease or rent or grant licenses or concessions with respect to the Common Elements, subject to the provisions of this Declaration.

ARTICLE 5

Covenant Against Partition

So long as the Condominium Property is subject to the Act, except as provided in the Act, the Common Elements shall remain undivided and shall not be subject to partition; and no Unit Owner shall bring any action for partition or division thereof. The ownership of each Unit and the Allocated Interest of such Unit shall not be separated. Any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated shall be void. Subject to Article 31 hereof, no Unit Owner shall by deed, plat or otherwise, subdivide or attempt to subdivide or in any other manner cause or attempt to cause his Unit to be

separated into tracts or parcels smaller than the whole Unit as shown on the Plat. The foregoing notwithstanding, nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

ARTICLE 6

Conveyances and Transfers of Units

Any deed, lease, mortgage, or other instrument purporting to create, grant, convey, or transfer an interest in either a Unit or the Allocated Interest pertaining to such Unit shall be deemed also to create, grant, convey, or transfer (as the case may be) such interest in the other, respectively.

Subject to Article 5 of this Declaration, any deed, lease, mortgage, or other instrument purporting to create, grant, convey, or transfer an interest in a Unit may describe such Unit by indicating that the Unit is a part of Warson Ridge Condominiums located in St. Louis County, Missouri, by setting forth the recording data pertaining to the recording of this Declaration, and the Identifying Number of such Unit, and such description in any such deed, lease, mortgage or other instrument shall be deemed legally sufficient to create, grant, convey or transfer (as the case may be) an interest in not only the Unit, but also the Allocated Interest of such Unit.

ARTICLE 7

Mortgages

Each Unit Owner shall have the right to grant one or more mortgage or deed of trust liens against such Unit Owner's Unit. Upon written request to the Executive Board, the holder of any duly recorded mortgage or deed of trust against any Unit Owner's Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage or deed of trust. If any Unit Owner fails to pay any amount required to be paid under the provisions of any mortgage or deed of trust against such Unit Owner's Unit, the Executive Board shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien against such interest to secure the repayment of such amount, which lien may be perfected and foreclosed in the manner provided in Article 15 hereof and the Act with respect to liens for failure to pay a share of Common Expenses. The foregoing shall not be construed to require the holder of a mortgage or deed of trust to the Executive Board or to receive permission from the Executive Board to foreclose the lien of such mortgage or deed of trust. No Unit Owner shall have the right or authority to make or create or cause to be made or created any lien, security interest, or encumbrance on or affecting the Property or any part thereof, except only to the extent of such Unit Owner's interest in his Unit.

ARTICLE 8

Easements

8.1 Encroachment: Through construction, settlement or shifting of any Building, if any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements or upon any other Unit, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Owners of the Units involved to the extent of such encroachments so long as such encroachment exists; PROVIDED,

HOWEVER, that no easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owner. For title or other purposes, such encroachments shall not be considered or determined to be encumbrances either against the Common Elements or the Units.

8.2. Easements Appurtenant to Unit: Perpetual easements are hereby established, running with the land, appurtenant to all Units, for use of the Common Elements by the Owners, their families, guests, licensees and invitees to the extent of their right to use the Common Elements pursuant to Article 4 above. Each Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio, carport, and garage, if any, which are part of the Unit, should there be any encroachment on any Common Element; PROVIDED HOWEVER, that no Unit Owner shall alter, repair, paint, enclose, decorate or landscape in any fashion any such balcony, terrace, patio, carport or garage contrary to any rules or regulations established by the Executive Board. Each Unit is granted a perpetual easement to use the area outside the Building upon which the air conditioning compressor for that Unit is located. Each Unit is granted an exclusive perpetual easement to use the storage space, if any, assigned to such Unit. Each Unit is further granted a perpetual easement for the use of that portion of the basement in which is located any heating, air conditioning or other equipment for that Unit.

8.3. Easements in Gross: The Condominium Property shall be subject to a perpetual easement in gross to the Association and the Executive Board for ingress and egress, to perform its obligations and duties as required by this Declaration and the By-Laws. Should it be necessary to enter a Unit to repair a Common Element, employees, agents and workmen shall be entitled to entrance by exhibiting to the Unit Owner an order from the Executive Board.

8.4. Driveway, Walkway and Utility Easement: Easements, as shown on the Plat, are established and dedicated for driveways, walkways, sewers, electricity, gas, water, telephones and cable television and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the Common Elements.

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

ARTICLE 9

Restrictions

The use of Units and Common Elements is restricted as follows:

9.1 Use of Units/Parking Spaces: No Unit nor any part of any Unit shall be used for a purpose other than as a single family residence in accordance with the St. Louis County zoning regulations as applicable to the Condominium Property, each Unit to be occupied as a residence either by one (1) family or by not more than four (4) unmarried individuals. No Unit Owner shall use any assigned storage or parking space or carport except as specifically assigned to his Unit. The Declarant has

the right to make the initial assignment of storage or parking space or carports, but if it fails to exercise such right, the Association may do so. Once storage or parking space or carports have been assigned, they may not be changed without written reassignment by the Association. No automobile or other vehicle which is not properly licensed or which is not in drivable condition or which has substantial exterior damage or missing parts shall remain on the Common Elements for more than 24 hours.

9.2 Obstructions: There shall be no obstructions on any portions of the Common Elements nor any storage in the Common Elements without prior written consent of the Executive Board. No clothes, laundry or other articles shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of the Buildings, including all balconies, windows and doors.

9.3 Maintenance of Units: Each Unit Owner shall maintain, repair and replace, at his own cost and expense, all portions of his Unit requiring maintenance, repair or replacement, including but not limited to any of the following that may be a part of the Unit: doors, hinges, lock sets, door closers, windows, panes, glass, screens, window operating mechanisms and all other appliances and equipment. In addition, each Unit Owner shall maintain, repair and replace, at his own cost and expense, any air conditioning and heating equipment, hot water heaters, and any other appliances or equipment provided for the sole use of such Unit Owner's Unit. Each Unit Owner shall be responsible for painting, decorating and finishing interior surfaces of walls, ceilings, and floors within such Unit Owner's Unit, including the interior surfaces of the exterior wall of the balcony and/or patio adjoining (or a part of) the Unit (subject, however, to Section 8.2 above). Anything to the contrary notwithstanding, the Executive Board shall have the exclusive right to maintain the exterior of all exterior doors of Units and the Building as a part of the Common Elements and the Executive Board shall also maintain all exterior doors, exterior sash and exterior painted surfaces, the expense of which shall be included in the Common Expenses. Each Unit Owner shall do nothing which will increase the rate of insurance on the Building in which such Unit Owner's Unit is located or which would be in violation of any applicable law or Code. Nothing shall be done by the Unit Owner to affect the structural integrity of the Building.

9.4 Signs, Windows, Etc.: No sign shall be hung or displayed on the outside of windows or placed on walls of any Building, and no awnings, canopy, shutter, or radio or television antenna shall be affixed to or placed upon an exterior wall or roof of the Building without prior written consent of the Executive Board. All window drapes shall be lined to enhance the external appearance of the Building. "For Sale" or "For Rent" signs may be displayed only in accordance with regulations promulgated by the Executive Board.

9.5 Pets and Animals: No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the Condominium, except for those pets, birds or other animals kept in a Unit which do not violate regulations established by the Association. Small pets and small birds shall be permitted but only in the individual Units or when pets are leashed, and only if the Owner housing such small pets and/or small birds remains in compliance with this Declaration and any regulations established by the Association. The Association shall have the power to change these regulations from time to time, but if pets have been permitted prior to the change in regulations, such change shall not affect the rights of Unit Owners to keep such previously

permitted pets provided such pets have not become a nuisance. There shall be no structures for such pets outside the Unit at any time. It is the responsibility of the Owner who owns any such permitted pet to promptly remove his pet's feces from the Common Elements. Pets shall not be tethered or penned out on the Common Elements.

9.6 Nuisances: No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants. No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will obstruct or interfere with the rights of other Unit Owners or disturb them by unreasonable noises or otherwise or permit any nuisance, leud and lascivious act(s), or illegal act(s) in his Unit or upon the Common Elements.

9.7 Business Use: No business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Property, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions shall not, however, be construed in such manner as to prohibit a Unit Owner from (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence; provided, however, that the Unit Owner does not use the address of the Unit in any advertising or invite the public to the Unit by sign or otherwise. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions.

9.8 Sale of Personal Property: No sale of personal property (whether by garage, estate, moving or other type of sale) shall be conducted on any part of the Condominium Property except with the prior written approval of the Executive Board.

9.9 Rules and Regulations: No person shall use the Common Elements in any manner which does not conform to such rules and regulations which may be established by the Executive Board from time to time. No above-ground structure, other than required street lights, may be erected within a cul-de-sac, a divided street entry island, or median strip without the written approval of St. Louis County Department of Highways and Traffic.

9.10 Leases: No Units shall be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, or furnishing laundry and linen. Other than the foregoing obligations, the Owners of the respective Units shall have the absolute right to lease the entire Unit, but not less than the entire Unit, provided that said lease is made in writing and subject to the covenants and restrictions contained in this Declaration. All of the provisions of this Article 9 and any rules and regulations promulgated by the Board shall be deemed a part of any lease of any Unit, whether written or oral and it shall be the duty of the Unit Owner to incorporate such provisions in any lease of his Unit. Any lessee of any Unit shall comply with the provisions hereof and any rules and regulations promulgated by the Board. If any lessee or other occupant of a Unit shall violate any of said restrictions or regulations, the Board may, by written notice to the Unit Owner, require such Unit Owner to terminate said tenancy on account of such breach. Any costs or expenses, including reasonable attorneys' fees incurred by the Board to enforce these provisions, shall be paid by the offending Unit Owner within

thirty (30) days after billing, and if not so paid, shall constitute a lien against such Unit, which shall be enforced in accordance with the provisions of Article 15.

9.11 Temporary Structures: No Person may dwell in or occupy on any of the Property, any garage, outbuilding, trailer, tent or other temporary building or structure not designed as permanent or stationary, nor may any Person use any of the Property or any building or structure thereon for any purpose prohibited by law or ordinance or for the commission or maintenance of any nuisance.

9.12 Coal: No soft or bituminous coal shall be used as fuel in any Unit or in the Common Elements.

9.13 Multiply Family Residential Use: No Unit, Building, or any portion of the Property shall be used as a boarding house, rooming house, or road house, or for any purpose other than that of a multiple family residential dwelling (with respect to a Building) or as a single family residential dwelling (with respect to any Unit), nor shall any Unit, Building or any of the Property be used for any purpose prohibited by law or ordinance nor shall anything be done in or on the Property which may be or become a nuisance, in the judgment of the Executive Board.

9.14 Trash Disposal: No trash, rubbish or garbage receptacle or can shall be placed on the Property outside of a Building thereon except upon the day of the week or month upon which regularly scheduled collections of same are to take place.

9.15 Use of Common Elements: No portion of the Common Elements shall be used for any industrial, commercial, business, residential or dwelling (whether single or multiple) purpose.

9.16 Plumbing and Electrical Work: No repairs shall be made or permitted to any plumbing or electrical wiring within a Unit except by plumbers or electricians authorized to do such work by the Association. Plumbing shall be paid for by each Unit Owner. The Association shall pay, and be responsible for, plumbing repairs and electrical wiring within the Common Elements.

9.17 Carpeting and Noise Insulation: Floors of Units on second and third floors, except for foyers and bathrooms, shall be carpeted or otherwise finished to minimize impact noise transmission to lower Units. To ensure compliance, all floor covering shall be subject to approval by the Executive Board, provided that carpeting, cushioned vinyl, and foam cushioned parquet shall be acceptable floor covering.

9.18 Purpose and Intent of Restrictions; Powers of Executive Board: The provisions of these restrictions shall be liberally construed in order to maintain Warson Ridge Condominiums as a fine residential area and to safeguard property values. If a Unit Owner or occupant of any Unit shall fail to abide by the provisions hereof, after reasonable written notice of a violation furnished by the Board, the Board shall have the power to remove or correct any violation and charge the Unit Owner for all expenses, including reasonable attorneys' fees, incurred therefor. Said expenses shall constitute a lien against such Unit and shall be enforced in accordance with the provisions of Article 15.

9.19 Adjoining Unit Restriction: Notwithstanding Section 448.2-111, R.S. Mo. 1978, as amended, in the event any Owner owns or acquires two or more adjoining Units, such Owner

may not remove or alter any intervening partition between such Owner's Units or create apertures between such Owner's Units.

ARTICLE 10

Sewer Charges, General and Special Taxes

Each owner shall pay charges levied against such Owner's Unit for sewer service by the Metropolitan St. Louis Sewer District or its successor in providing sewer services, and shall pay all general and special taxes levied against said Unit, provided that the Executive Board may, at its discretion, provide for the billing of sewer service charges on a Building or total Condominium Property basis, in which event such charges shall be allocated and billed pro-rata to individual Units in accordance with the respective Allocated Interests of the Owners.

ARTICLE 11

The Association, Its Powers and Responsibilities

11.1 Management: The operation of the Condominium Property shall be vested in the Association.

11.2 Authority: No Unit Owner, except an officer of the Association, shall have any authority to act for the Association.

11.3 General: The Condominium Property shall be administered by an Executive Board of the Unit Owner's Association elected by the Unit Owners. The Executive Board shall have general responsibility to manage and administer the Condominium Property, prepare the annual budget, provide for and collect monthly and other assessments and arrange and direct the management of the Condominium Property, all as hereinafter more particularly provided. The Executive Board shall promulgate rules and regulations relating to the use of the Common Elements and facilities, including any swimming pool, recreation facilities, park, and any other similar facilities. The Declaration and the By-Laws shall govern the administration of the Unit Owner's Association and the procedures regarding the Executive Board.

11.4 Powers and Duties: The powers and duties of the Association shall include those set forth in the By-Laws, the Act, and this Declaration, and shall include the following:

(a) The irrevocable right of access to each Unit, at reasonable hours, and after first obtaining the permission of the Unit Owner (which shall not be unreasonably withheld), if practicable, as may be necessary for the maintenance, repair or replacement of any Common element therein or accessible therefrom or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit.

(b) Subject to Article 15 below, the power to adopt and amend budgets for revenues, expenditures and reserves of the Condominium Property and to levy and collect assessments for and to lease, maintain, repair and replace the Common Elements.

(c) The power to employ and terminate a managing agent to carry out the administrative duties given to the Association, to serve on a full or part-time basis, and pay such manager reasonable compensation.

(d) The power to employ and retain other employees, agents, and independent contractors necessary for maintenance, repair and replacement of the Common Elements.

(e) The power to establish, grant, vacate and dedicate easements for public utilities in addition to any shown on the Plat, and leases, licenses and concessions in, over and through the Common Elements.

(f) The power to establish, at its discretion, special parking areas for parking boat trailers, campers, and similar vehicles, and to establish regulations, including charges, for the use thereof.

(g) The power to enter into contracts (and incur liabilities with respect thereto) with others for the maintenance, management, operation, repair, replacement and servicing of the Condominium Property, and in connection therewith, to delegate the powers and rights herein contained, including that of levying and collecting assessments and perfecting and enforcing liens for non-payment. The service and maintenance contracts referred to herein may delegate the Association's duty to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements, but shall not relieve each Unit Owner from his personal responsibility to maintain and preserve the interior surfaces of his Unit and to paint, clean, decorate, maintain and repair said Unit. Each Unit Owner, his heirs, successors and assigns, shall be bound by any management contract, if any is executed, to the same extent and effect as if he had executed such contract for the purposes herein expressed.

(h) The power to adopt and amend the By-Laws and reasonable rules and regulations for the maintenance and conservation of the Condominium Property, and for the health, comfort, safety and welfare of the Unit Owners, all of whom shall be subject to such rules and regulations.

(i) The power to purchase Units in the Condominium or other real or personal property and to acquire, hold, lease, mortgage, and convey the same.

(j) The power to institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners or matters affecting the Condominium.

(k) The power to impose charges for late payment of assessments and, after notice and opportunity to be heard, to levy reasonable fines for violations of the Declaration, By-Laws, and rules and regulations of the Association.

(l) The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates as required by the Act, or statements of unpaid assessments.

(m) The power to provide for the indemnification of its officers and the Executive Board and to maintain directors' and officers' liability insurance.

(n) The power to exercise such other powers as may be provided in the By-Laws or the Act (including without limitation Section 449.3-102, R.S.Mo. 1978, as amended).

(o) The duty to maintain all sanitary sewer systems in the Common Elements that are not public sewers in compliance with all applicable laws, ordinances, rules and regulations pertaining to such non-public sanitary sewer systems, the cost of which shall be a Common Expense of the Association.

(p) The duty to maintain all private water systems in the Common Elements in compliance with all applicable laws,

ordinances, rules and regulations pertaining to such private water systems, the cost of which shall be a Common Expense of the Association.

11.5 Declarant Control: Notwithstanding any provision herein or in the By-Laws to the contrary, Declarant shall, subject to the provisions hereinafter contained, control the Association and have the right to appoint and remove the officers and members of the Executive Board of the Association during the period commencing on the date of recording this Declaration in the Office of the Recorder of Deeds of St. Louis County, Missouri, and terminating no later than the earlier of: (i) sixty (60) days after conveyance of seventy-five percent (75%) of all Units which may be constructed in the Condominium to Unit Owners other than Declarant; (ii) two (2) years after Declarant ceases to offer Units for sale in the ordinary course of business; or (iii) two (2) years after any Development Right herein granted to add new Units to the Condominium was last exercised. Any member of the Executive Board appointed by the Declarant shall be required to exercise ordinary and reasonable care in the performance of their duties, but shall not be responsible as fiduciaries of the Unit Owners.

Not later than the termination of any period of Declarant Control as above provided, all members of the Executive Board then serving, whether appointed by Declarant or elected as above provided, shall resign and the Unit Owners shall elect in the manner provided in the By-Laws an Executive Board of at least three (3) members, all of whom shall be Unit Owners.

Notwithstanding the foregoing, not later than sixty (60) days after conveyance of twenty-five percent (25%) of all Units which may be constructed in the Condominium to Unit Owners other than Declarant, at least one (1) member and not less than twenty-five percent (25%) of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of all Units which may be constructed in the Condominium to Unit Owners other than Declarant, at least thirty-three and one-third percent (33 1/3%) of the members of the Executive Board shall be elected by Unit Owners other than Declarant. Declarant shall, not less than ten (10) days nor more than sixty (60) days after the aforesaid levels of conveyances have been attained, cause the resignation of the required number of its appointees to the Executive Board and schedule a special meeting of the Unit Owners in the manner provided in the By-Laws at which a successor member or successor members of the Executive Board shall be elected.

ARTICLE 12

By-Laws

12.1 General: The administration of the Association and operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which is attached hereto and by this reference made a part hereof as Exhibit D.

12.2 Amendment: No modification of or amendment to the By-Laws shall be deemed valid unless duly adopted as provided in the By-Laws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Act. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage encumbering any Unit or adversely affect the rights of the Declarant.

ARTICLE 13

Maintenance: Limitation Upon Improvement

13.1 General: The maintenance of the Common Elements shall be the responsibility of the Association.

13.2 Alteration of Common Elements: There shall be no material alteration or substantial addition to the Common Elements or Limited Common Elements except in the manner provided herein.

13.3 Alterations by Unit Owners: No Unit Owner shall make any alterations in the portions of the Improvements of the Condominium which are to be maintained by the Association, remove any portion thereof, make any additions thereto, do any work which would affect the safety, soundness or aesthetic quality of the Building, or impair any easement.

13.4 Fences: No fence, wall, gate or similar structure may be erected, installed or maintained on the Condominium Property except as expressly permitted by this Declaration and except as may be erected or installed by the Declarant.

ARTICLE 14

Common Expenses and Common Surplus

14.1 Common Expenses: Common Expenses shall include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as a Common Expense by or pursuant to the Act, this Declaration or the By-Laws.

14.2 Assessments: Assessments for payment of the Common Expenses shall be assessed in the manner provided in Article 15 hereof against Unit Owners in proportion to their respective Allocated Interests. If any Unit Owner shall fail or refuse to make any payment of such Owner's share of the Common Expenses when due, the amount thereof plus interest at the rate established by the Executive Board (not to exceed eighteen percent (18%) per year) shall constitute a lien on such Unit Owner's Unit. Notwithstanding the foregoing and any other provision of this Declaration seemingly to the contrary:

(i) Any Common Expenses, or portion thereof, which at any time, or from time to time, benefit fewer than all of the Units shall be assessed exclusively against the Units benefited by such Common Expenses, any such Common Expenses to be borne equally by the Units so benefited;

(ii) The costs of insurance shall be assessed against Units in proportion to risk and the cost of utilities shall be assessed in proportion to usage;

(iii) Assessments to pay a judgment against the Association shall be made only against the Units in the Condominium completed at the time the judgment was entered, in proportion to such completed Units' respective shares of the Common Expense Liabilities;

(iv) If any Common Expenses are caused by the

misconduct of any Unit Owner, the Association may assess such Common Expenses exclusively against such Unit Owner's Unit; and

(v) If Common Expense Liabilities are reallocated, assessments thereof and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

14.3 Common Surplus: The Common Surplus shall be owned by the Unit Owners in proportion to their liability for Common Expenses.

ARTICLE 15

Assessments, Liability, Liens, Priority Interest and Collections

15.1 Authority: The Association through its Executive Board, shall have the power (subject to the following provisions of this Article 15) to determine and fix the sums necessary to provide for the Common Expenses, including the expense allocable to services being rendered by a management company with whom the Association may contract. Unless specifically waived by the Association, the Assessments shall include monies required for the payment of hazard and liability insurance premiums. A Unit Owner, regardless of the manner in which he acquired title to his Unit, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Owner of a Unit. In a voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the Common Expenses up to the time of such voluntary conveyance.

15.2 Estimate and Payment Dates: By December 1st of each year, the Executive Board shall estimate in a proposed budget for the Association for the next succeeding calendar year the total amounts anticipated for the payment of Common Expenses, including without limitation, the expense allocable to services being rendered by a management company with whom the Association may have contracted, wages, materials, insurance, water, sewer charges, services and supplies that are anticipated to be required for the ensuing calendar year together with a reasonable amount which it considers to be necessary as a reserve for any future needs, contingencies and replacements. On or about December 15th of each year, the Executive Board shall provide each Unit Owner with a copy of such proposed budget, with the particulars therein itemized. The Executive Board shall also set a date for a meeting of the Unit Owners to consider ratification of such proposed budget and give each Unit Owner notice of the same, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of such proposed budget to the Unit Owners. Unless at such meeting the Owners of a majority of the Units represented reject the said proposed budget, such proposed budget shall be deemed ratified, whether or not a quorum is present at such meeting. In the event the proposed budget is rejected by the Owners of a majority of the Units represented at such meeting, the periodic budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequently prepared budget proposed by the Executive Board. The estimated annual cash requirements pursuant to such budget shall then be assessed against the Owners of the Units according to each Owner's Allocated Interest, subject, however, to Section 14.2 above. On the first day of each month of the following year, each Owner shall be obligated to pay to the Executive Board, or as the

Executive Board may direct, one-twelfth (1/12) of the assessment made hereunder.

In the event that, at any time during the year, the Executive Board shall determine that the current budget is insufficient to meet current expenses, the Executive Board may prepare a revised budget for the balance of the calendar year. The Executive Board shall provide each Unit Owner with a copy of the revised budget and a letter explaining why such revision to the annual budget is suggested. The Executive Board shall set a date for a meeting of the Unit Owners to consider ratification of such revised annual budget and give each Unit Owner notice of the same, which date shall not be less than fourteen (14) nor more than thirty (30) days after mailing of such proposed revised budget to the Unit Owners. Unless at such meeting the Owners of a majority of the Units represented reject the said proposed revised budget, such proposed revised budget shall be deemed ratified, whether or not a quorum is present at such meeting. In the event the proposed revised budget is rejected by the Owners of a majority of the Units represented at such meeting, the annual budget then in effect and as last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequently prepared budget proposed by the Executive Board. In the event such proposed revised budget is ratified, any increase in the total annual cash requirement of the Association as reflected in the revised annual budget over the total annual cash requirements of the Association as reflected in the original or immediately prior annual budget for that year shall be first divided by the number of months remaining in such year and then assessed against the Owners of the Units according to each Owner's Allocated Interest (subject, however, to Section 14.2 above) as an addition to the monthly assessment charged each Owner pursuant to the original or immediately prior budget for that year.

Notwithstanding any other provision herein, the Executive Board shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of St. Louis County or any other municipality of which the Condominium Property may become a part, and for such purposes shall not be limited to any maximum assessment.

15.3 Accounting and Shortages: By June 15th of each calendar year, the Executive Board shall supply to all Owners an itemized accounting of all income and expenses of the preceding calendar year. Any Common Surplus, as shown in such accounting, less reserves for future needs and contingencies, shall be credited according to each Owner's proportion of the Common Expenses to the next monthly installments due under the current year's estimate, until exhausted. One sixth (1/6) of any net shortages will be added, according to each Owner's Allocated Interest, to the installment due in each of the next six (6) succeeding months after the rendering of the accounting.

15.4 Liability: The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made.

15.5 Liens: The Association shall have a lien upon each Unit to secure the personal obligation of each Unit Owner for any unpaid assessment and interest thereon. Such lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Notice of the lien may be recorded in the St. Louis County Records, but no such recording shall be necessary to perfect such lien which shall be effective from and as of the time the assessment becomes due, but such lien shall be subordinate to the lien of any mortgage or any other lien

recorded prior to the time of the recording of the claim of lien by the Association. The Executive Board may take such action as is deemed necessary to collect assessments by either an in personam action or lien foreclosure, or both, and may settle and compromise the same if in the best interest of the Association. Said liens shall have the priorities established by the Act. All costs and expenses incurred by the Association in the collection of such unpaid assessments, including reasonable attorneys' fees, shall be borne by the delinquent Unit Owners.

15.6 Foreclosure of Liens: Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property or a power of sale under Chapter 443 R.S.Mo., as from time to time amended. The Association may bid on the Unit at foreclosure sale and apply as a cash credit against its bid all sums due the Association secured by the lien being enforced, and the Association may acquire and hold, lease, mortgage and convey any Unit so acquired.

15.7 Liability of Purchasers at Foreclosures: If the holder of a mortgage or deed of trust of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of said mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments pertaining to such Unit or chargeable to the former Unit Owner which became due prior to acquisition of title as a result of the foreclosure, unless such shares were due and constituted a lien against the Unit prior to a recording of the foreclosed mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be a Common Expense, collectible from all Unit Owners, including such acquirer, his successors and assigns. A mortgagee or other purchaser acquiring title to a Unit as a result of foreclosure or a deed in lieu of foreclosure may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of Common Expenses coming due during the period of such ownership.

15.8 Right to Deny Use of Common Facilities: In addition to the foregoing remedies, the Executive Board shall have the right to deny to any Owners who are delinquent in the payment of any assessments levied hereunder, the right to use such common facilities as the Executive Board shall from time to time determine. No person who acquires an interest in a Unit shall be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing from the former owner have been paid, except as provided in Section 15.7 hereof.

15.9 Priority of Mortgages: Nothing contained herein shall abridge or limit the rights or responsibilities of mortgagees of Units as set forth in the Act.

ARTICLE 16

Option to Purchase

16.1 Sale or Lease: Any Unit Owner (other than a mortgagee or holder of a deed of trust acquiring a Unit Owner's Unit by foreclosure or by deed in lieu of foreclosure), who wishes to sell or lease such Unit Owner's Unit (or any lessee thereof wishing to assign or sublease the same) to any Person not related by blood or marriage to the Unit Owner shall give to the Executive Board no less than two (2) days prior written notice of the terms of any such contemplated sale or lease, together with the name and address of the proposed purchaser or lessee. The Board shall have the first right and option to purchase or lease such Unit upon the same terms, which option

shall be exercisable for a period of two (2) days following the date of receipt of such notice. If said option is not exercised by the Board within said two (2) day period, the Unit Owner (or lessee) may, at the expiration of said two (2) day period, sell or lease (or sublease or assign) such Unit to the proposed purchaser or lessee named in such notice on the terms specified therein.

* 16.2 Involuntary Sale: If any Unit Owner's Unit is sold at a judicial or execution sale (other than a mortgage or deed of trust foreclosure sale, whether by judicial foreclosure or by power of sale contained in a deed of trust), the person acquiring such Unit through such sale shall, before taking possession thereof, give fifteen (15) days written notice to the Executive Board of his intention to do so, whereupon the Board shall have an irrevocable option to purchase such Unit at the same price for which it was sold at such sale. If said option is not exercised by the Board within said fifteen (15) days after receipt of such notice, it shall expire and said purchaser may thereafter take possession. The Board shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said fifteen (15) day period. The sale, lease or other disposition of any Unit Owner's Unit acquired by the Board pursuant to exercise of the foregoing option to purchase shall be in accordance with such terms and provisions as the Unit Owners shall in each instance approve.

1 16.3 Waiver; Expenses: Any of the foregoing options of the Executive Board may be released or waived in any instance and the Unit Owner's Unit which is subject to such waived or released option may be sold, conveyed, leased, given or devised free and clear of the foregoing options, provided that any subsequent sale, conveyance, lease, gift or devise shall be subject thereto. All expenses incurred as a result of the application of the provisions of this Article 16 shall be borne by the Association as a Common Expense.

16.4 Certification: A certificate executed and acknowledged by the then secretary of the Executive Board stating that the foregoing option provisions have been met by a Unit Owner or duly waived by the Board, and that the rights of the Executive Board pursuant to said provisions have been terminated, shall be conclusive upon the Board and the Unit Owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any Unit Owner who has in fact complied with said provisions or in respect to whom said provisions have been waived or released.

16.5 Unit Owner's Consent: Prior to the Executive Board exercising any option to purchase or lease any Unit Owner's Unit as provided above, or notifying any Unit Owner of its intent to do so, a meeting of the Unit Owners shall be called to consider the proposition to so purchase or lease and the manner of financing such purchase or lease. The approval of two-thirds (2/3) of all Unit Owners (not including the Unit Owner whose interest may be purchased or leased) shall be required for any such purchase or lease or financing.

16.6 Title: Any Unit Owner's Unit or interest therein acquired pursuant to this Article 16 shall be held of record in the name of the Association for the benefit of all Unit Owners. Such interest shall be sold or leased by the Executive Board for the benefit of the Unit Owners. All proceeds of such sale and/or lease shall be used first to discharge any indebtedness incurred by the Executive Board to acquire such Unit or interest therein and then shall be applied to payment of Common Expenses.

16.7 Loans: If approval of any purchase by the Executive Board through exercise of an option pursuant to this Article 16 is given by the Unit Owners as required in Section 16.5 above, the Board may secure a loan to provide funds for such purpose, provided that such loan has also been approved by the Unit Owners in the manner provided in Section 16.5 above. Repayment of any such loan shall be deemed part of the Common Expenses, except that no part thereof shall be chargeable against the Unit or interest therein acquired by the Association through such loan.

ARTICLE 17

Termination of Condominium

If 80% of the Unit Owners entitled to vote in the Association agree to terminate the Condominium and execute a termination agreement in the manner provided in the Act, then the Condominium Property shall be removed from the provisions of the Act and this Declaration and shall thereafter be deemed owned in common by all Unit Owners. The undivided interest in the Condominium Property owned in common by each Unit Owner shall then be the Allocated Interest previously held by such Owner, and liens which encumbered any Unit shall be transferred to the undivided share of the Unit Owner in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

ARTICLE 18

Limitation of Liability

18.1 Common Expenses: The liability of each Unit Owner for Common Expenses shall be limited to the amounts assessed for Common Expenses in accordance with this Declaration, the Articles and By-Laws.

18.2 Liabilities: A Unit Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements but only to the extent of his pro rata share of that liability in the same fraction or percentage as his Allocated Interest, and then in no case shall that liability exceed the value of his Unit. The Association shall at all times maintain insurance as provided in Article 25 hereof insuring each Unit Owner against any liability arising out of his interest in the Common Elements or membership in the Association. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house would be liable for such an occurrence.

ARTICLE 19

Liens

19.1 Against Condominium Property: With the exception of liens which may result from the initial construction of the Building or Improvements, no liens of any nature shall arise or be created against the Condominium Property (as distinguished from and excluding the individual Units) subsequent to the recording of this Declaration without the unanimous consent of Declarant and the Unit Owners. Subsequent to such recording, liens may arise or be created only against individual Units.

19.2 Against Units: Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to his Unit, such labor or material may not be the basis for the filing of a lien against same. No

labor performed or material furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event, the same may be the basis for the filing of a lien against all Units in proportion to each Owner's Allocated Interest.

19-3 Against Several Units: In the event a lien against two (2) or more Units becomes effective, each Owner thereof may release his Unit from the lien by paying the proportionate amount attributable to his Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record for such Unit.

ARTICLE 20

Breaches

The violation of a restriction, condition or regulation adopted by the Executive Board, or the breach of any covenant or provision herein or in the By-Laws contained, shall give the Board (without limiting any other rights or remedies the Board may have) the power:

(a) To enter upon the land or Unit upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and in so doing, neither Declarant nor the Association or the Executive Board or its agents, shall be deemed guilty in any manner of trespass; or

(b) To enjoin the breach or seek damages therefor by appropriate legal proceedings; or

(c) If such violation shall continue for thirty (30) days after notice in writing from the Executive Board, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board, then the Executive Board shall have the power to issue to the defaulting Unit Owner a ten (10) day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to use, occupy or control his Unit and thereupon an action in equity may be filed by the Executive Board against the defaulting Owner, subject to the prior written consent of any mortgagee having a security interest in the Unit of the defaulting Owner, for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him on account of the breach of covenant, and ordering that all right, title and interest of the Owner in his Unit shall be sold (subject to the lien of any existing mortgage) at a judicial sale, upon such notice and terms as the Court shall establish, except that the Court shall enjoin and restrain the defaulting owner from reacquiring his Unit at or after such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge Court costs, master's or commissioner's fees, Court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens against the Unit, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the Court for a writ of execution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take such Unit sold subject to this

Declaration, and the purchaser shall become an Owner in the place and stead of the defaulting Owner.

(d) In addition to the foregoing remedies, the Board shall have the right to deny to any Owner who is delinquent in the payment of any assessments levied hereunder, the right to use certain common facilities (such as the swimming pool and other recreational facilities) as the Board shall from time to time determine.

ARTICLE 21

Notices

Notices provided for in the Act, this Declaration, or the By-Laws shall be in writing, and shall be addressed to the Association or Executive Board, or any Unit Owner, as the case may be, at 11055 North Warson Road, St. Louis, Missouri 63114 (indicating thereon the number of the respective Unit or apartment if addressed to a Unit Owner), or at such other address as hereinafter provided. The Association or Executive Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners at such time. Any Unit Owner may also designate a different address or addresses for notices to him by giving written notice of his change of address to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgement of the receipt thereof, or, if addressed to a Unit Owner, when deposited in his mailbox in the Building or at the door of his Unit in the Building.

ARTICLE 22

Membership In Association

22.1 Purpose of Association: The Association was formed to perform the acts and duties desirable in connection with the management of the Units and Common Elements and to levy and enforce collection of assessments necessary to perform said acts and duties.

22.2 Membership: All Unit Owners shall automatically be members of the Association, and said membership shall terminate when an Owner shall no longer own a Unit.

22.3 Voting: Multiple Owners of a Unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the By-Laws.

ARTICLE 23

Enforcement of Maintenance

In the event that a Unit Owner fails to maintain his Unit as required herein or otherwise violates the provisions hereof, the Association shall have the right to assess the Unit Owner and the Unit for the sums necessary to restore the Unit to good condition, collect such assessment and shall have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the work necessary to enforce compliance with the above provisions.