

SECTION 6.02 Annual Meeting of Members.

(a) The first annual meeting of Members shall be held one year after the closing of the sale of a Unit by the Declarant if not a legal holiday, and if a legal holiday, then on the next secular day following. In addition to the election of Directors at said first meeting, any other business as may properly come before the meeting may be transacted.

(b) Regular annual meetings of Members subsequent to the first meeting shall be held on the first weekday of the month in which said first meeting was held, if not a legal holiday, and if a legal holiday, then on the next secular day following. A meeting of the Members of the Association shall be held at least once each year.

(c) All annual meetings of Members shall be held at such time as shall be determined by the Board.

(d) At the annual meetings of Members, the Members, by a plurality vote (cumulative voting prohibited) shall elect such Directors as are to be elected under the terms of the Declaration and transact such other business as may properly come before the meeting.

SECTION 6.03 Special Meetings of Members.

(a) Special meetings of the Members, for any purpose or purposes, may be called by the President or by twenty percent (20%) of either the Board or the Members.

(b) Written notice of a special meeting of Members stating the time, place and object thereof shall be served upon or mailed to each member entitled to vote thereon at such address as appears on the books of the Association at least thirty (30) days prior to the meeting.

(c) Business transacted at all special meetings of Members shall be confined to the matters stated in the notice thereof.

SECTION 6.04 Notice of Meetings of Members. Not less than ten (10) nor more than sixty (60) days in advance of any annual or special meeting of the Members of the Association, the Secretary or any other officer shall cause notice thereof to be either hand-delivered or sent prepaid by United States Mail to the mailing address of each Unit or to any other mailing address designated in writing by the Unit Owner. Any such notice may be waived in writing signed by the person or persons entitled to receive such notice. The notice of any annual or special meeting of the Members shall state the time and place of

the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or By-Laws, any budget changes, and any proposal to remove a Director or officer. At least thirty (30) days before any election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by Units, with the residence address of each Member, shall be prepared by the Secretary. Such list shall be produced and kept for thirty (30) days or throughout the election by the Secretary and shall be open to examination by any Member throughout such period.

SECTION 6.05 Quorum. Members owning fifty-one percent (51%) of the Allocated Interest in the Condominium, present in person or represented by written proxy, shall be required to establish and shall constitute a quorum at all meetings of the Members for the transaction of business, except as otherwise provided by statute, the Act, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote, whether present or represented by written proxy, shall have the power to adjourn the meeting until a quorum shall be present or represented. At such later meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

SECTION 6.06 Vote Required to Transact Business. When a quorum is present at any meeting of the Members, a majority of the votes cast, in person or represented by proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Missouri Statutes, the Declaration, the Act, or these By-Laws requires a different vote, in which case such express provision shall govern and control the vote required regarding such issue.

SECTION 6.07 Right to Vote.

(a) The Owner (or collectively the Owners) of a Unit shall be entitled to one (1) vote for each Unit owned; provided, however, that Unit Owners who are delinquent in the payment of Assessments shall not be entitled to vote at any meeting of the Members, annual or special, for so long as any such Assessment(s) remain(s) delinquent, and any such Unit Owners who are delinquent in the payment of Assessments shall be disregarded for purposes of determining whether a quorum is present at the meeting of the Unit Owners.

(b) Membership in the Association may be held in the name(s) of more than one person, corporation, other entity, or any combination thereof, and all of such multiple owners of a Unit shall be entitled collectively to only one (1) vote for

such multiple Owners' Unit and said single vote may not be divided. If a Unit is owned by more than one individual or entity, and if only one of such multiple Owners of a Unit is present at a meeting of the Association, then such Unit Owner present at the meeting is entitled to cast the vote allocated to such multiple Owners' Unit. If more than one of the multiple Owners of such Unit are present at the meeting, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of such multiple Owners of such Unit; and an agreement of a majority in interest of such multiple Owners shall be deemed to have been made if any one of such multiple Owners cast the votes allocated to such multiple Owners' Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

(c) Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each Owner of the Unit may vote or register protest to the casting of votes by the other owners of the Unit through a duly executed proxy. No Unit Owner may revoke a proxy given pursuant to this Section 6.07 (c) except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates one year after its date, unless it specifies a shorter term. All proxies must be in writing, signed by the voting Member granting the proxy and filed with the Secretary prior to the meeting, annual or special, for which said proxy is granted. The proxy shall be valid only for the meeting for which such proxy is being given. A single proxy cannot be effective for more than one meeting. Proxies need not be given to a voting Member.

SECTION 6.08 Waiver and Consent. Whenever the vote of Members at a meeting is required or permitted by any provision of the Missouri Statutes, the Act, the Declaration, or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting if such meeting were held shall consent in writing to such action being taken.

SECTION 6.09 Order of Business. The order of business at annual Members' meetings and as far as practical at other Members' meetings, will be:

- A. Election of Chairman;
- B. Roll Call;
- C. Proof of Notice of Meeting or Waiver of Notice;
- D. Reading of Minutes of Prior Meeting;
- E. Officers' Reports;
- F. Committee Reports;
- G. Elections;
- H. Unfinished Business;
- I. New Business; and
- J. Adjournment.

ARTICLE VII

Finances

SECTION 7.01 Fiscal Year. The fiscal year of the Association shall be the calendar year.

SECTION 7.02 Checks. All checks or demands for money and notes of the Association shall be signed by any one of the following officers: President, Vice President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board may from time to time designate. The Board by resolution may require more than one (1) signature on all checks.

SECTION 7.03 Financial Records. The Association shall keep financial records in sufficient detail to comply with the Act. All financial and other records of the Association shall be made reasonably available for examination by any Unit Owner and his authorized agent.

SECTION: 7.04 Determination of Assessments.

(a) The Board shall fix Assessments adequate to meet the Common Expenses of the Condominium in accordance with the Act, the Declaration, and these By-Laws. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as Common Expenses by the Declaration or from time to time by the Board.

(b) Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages, and in the manner, provided in the Declaration and said Assessments shall be payable as provided in the Declaration.

(c) The Board is specifically empowered, on behalf of the Association, to make and collect Assessments and to maintain, repair and replace the Common Elements of the Condominium.

(d) Special Assessments, which may be required by the Executive Board, shall be levied and paid in the same manner as provided for regular assessments.

(e) When the Board has determined the amount of any Assessment, the Secretary or Treasurer shall mail or present a statement of the Assessment to each of the Unit Owners. All Assessments shall be payable to the Association and, upon request, the Secretary or Treasurer shall give a receipt for each payment made.

SECTION 7.05 Working Capital and Reserve Fund.

(a) The Board may establish a working capital fund for the initial months of operation equal to a minimum amount of the (2) months' estimated Common Expenses charged for each Unit.

(b) The Board shall have the right to assess Members to establish a reserve fund for the future replacement of or additions to the Common Elements and such reserve fund shall be held in trust by the Board or its designated nominee to be used solely for the purpose for which it was established.

(c) Payments to the working capital fund and reserve fund shall not be refundable to the Members.

SECTION 7.06 Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund as determined by the Board. All assessments shall be applied as provided herein and in the Declaration.

ARTICLE VIII

Default

SECTION 8.01 In the event a Unit Owner does not pay any sum, charge, or Assessment required to be paid to the Association within ten (10) days from the due date thereof, the Association, acting through the Board, may enforce its lien for Assessments or take such other action to recover the sum, charge, or Assessment to which it is entitled in accordance with the Declaration, the Act, and any other laws of the State of Missouri.

SECTION 3.02 If the Association becomes the owner of a Unit by reason of foreclosure, it shall offer said Unit for sale and at such time as a sale of such Unit is consummated, the Association shall deduct from the proceeds of said sale all sums of money due it for Assessments and charges, all costs incurred in the bringing of the foreclosure suit, all interest expense and closing costs incurred by the Association in the purchase of such Unit, and all reasonable attorneys' fees and any and all expenses incurred in the resale of the Unit which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the Unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the Unit.

SECTION 8.03 In the event of a violation by any Member of the provisions of the Declaration, or these By-Laws, which violation is not corrected within ten (10) days after notice from the Association to the Member to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct or enforce the violation. Nothing contained in this Article shall be construed to require that the Association furnish notice to any Member of his failure to pay any Assessment, sum or other charge due to the Association, nor shall this Article be construed to limit the remedies available to the Association pursuant to the Declaration, the Act, or any other statute. In the event such legal action is brought against a Member and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorneys' fees and court costs.

SECTION 8.04 Each member, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of other equally adequate procedures. It is the intent of all Members to give the Association such powers and authority which will enable it to operate on a business-like basis, to collect those monies due and owing to it from Members, and to preserve each Member's right to enjoy his Unit free from unreasonable restraint and nuisance.

ARTICLE IX

Amendment

These By-Laws may be amended at any duly called meeting of the Members. The notice of such meeting shall contain a full statement of the proposed amendment. It shall be necessary that there be an affirmative vote of Members owning sixty-six and

two-thirds percent (66 2/3%) of all Units and seventy-five percent (75%) of the Board to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights of any mortgagee or the Declarant. Notwithstanding the foregoing, during the period of Declarant control provided in the Declaration, Declarant shall have the sole and exclusive right to amend these By-Laws.

ARTICLE X

Construction

SECTION 10.01 Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever and as the context so requires.

SECTION 10.02 Should any provision of these By-Laws be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

McDANIEL ENGINEERING AND SURVEYING CO.

ENGINEERS

PLANNERS

SURVEYORS

CERTIFICATE OF COMPLETION

THE UNDERSIGNED, A REGISTERED AND LICENSED ENGINEER IN THE STATE OF MISSOURI, HEREBY CERTIFIES THAT AS OF THE DATE OF THIS CERTIFICATE, ALL OF THE STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS IN THE BUILDING IN ST. LOUIS COUNTY, MISSOURI, WHICH IS TO CONSTITUTE BUILDING NUMBER B BEING 2323, 2327, 2331, 2335 AND 2339 KRATKY ROAD ST. LOUIS, MISSOURI BEING WARSON RIDGE CONDOMINIUMS: ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH THE PLANS FOR SAID BUILDING.
DATED: DECEMBER 18, 1986.

Hulon M. Daniel
McDANIEL ENGINEERING AND
SURVEYING COMPANY

BY: HULON McDANIEL -ENGINEER
TITLE: PRESIDENT

STATE OF MISSOURI)
)ss
ST. LOUIS COUNTY)

ON THIS 18TH DAY OF DECEMBER, 1986, BEFORE ME PERSONALLY APPEARED HULON McDANIEL TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN TESTINONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL, THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: 12-14-87

Steve M. Daniel

STEVE McDANIEL

BOOK 8040 PAGE 604

2612 BRYANT AVENUE • ST. LOUIS, MISSOURI 63114 • 314-423-3039

END OF DOCUMENT

*N.B. - This really is the
727 second
amendment*

**FIRST AMENDMENT TO WARSON RIDGE CONDOMINIUMS
DECLARATION OF CONDOMINIUM**

Declaration 17.00
Plats 100.00
County Fee 117.00
State User Fee \$3.00
Total 220.00

This first amendment to the Warson Ridge Condominiums Declaration of Condominium is made this 30 day of August, 1988 by Warson Ridge, Inc., a Missouri Corporation (hereinafter called "Declarant"):

WITNESSETH

WHEREAS now Warson Ridge Condominiums was created by the Warson Ridge Condominiums Declaration of Condominium (hereinafter called "Declaration"), dated the 25 day of December, 1986 and recorded the 30 day of December, 1986 in Book 8040 Page 555 in the Office of the Recorder of Deeds for the County of St. Louis, State of Missouri; and

WHEREAS in Articles 31 and 32 of the Declaration, Declarant reserved and was granted the right to amend and modify the Declaration, to submit additional Units, Buildings, Common Elements and Limited Common Elements to the Declaration, to amend the Allocated Interests (as those terms are defined in the Declaration) allocated to each Unit by reason of the addition of Units; and

WHEREAS the Declarant desires to amend and modify the Declaration to submit additional Units, a Building, Common Elements and Limited Common Elements, and to amend the Allocated Interests allocated to each Unit by reason of the addition of Units to the Condominium.

NOW THEREFORE, in consideration of the premises and of the mutual promises, covenants, and agreements contained in the Declaration, and the right and authority granted to and reserved by the Declarant therein, said Declaration is amended as follows:

1. Declarant does hereby submit to the provisions of the Declaration and the Act, the Units, Common Elements and Limited Common Elements contained in Building A, as shown on the plat attached hereto as Exhibit B and incorporated herein by reference, and titled Warson Ridge Condominiums Plat 2, which Exhibit B shall be filed for record in the Office of the Recorder of Deeds of St. Louis County, Missouri.
2. Declarant does hereby modify and amend the Declaration by deleting Exhibit C attached thereto and substituting therefore Exhibit C attached hereto and incorporated herein by reference. Exhibit C shall henceforth (subject to future amendment), set forth the Allocated Interests, as that term is defined in the Declaration.

All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed

8.88#1 Warson

STATE OF MISSOURI SS
COUNTY OF ST. LOUIS
FILED FOR RECORD

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RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

REFER TO INSTRUMENT
FILED 8/31/88 DAILY NO. 727
PLAT
DEED BOOK 279 PAGES 222

BOOK 8375 PAGE 1086

these presents as of the day and year first above written.

The undersigned, Larry D. Brown, being the
owner of the real estate known as **WARSON RIDGE, INC.** property
situated in the County of St. Louis State of Missouri, do hereby
acknowledge and certify that the foregoing instrument is the
Corporate Seal of said Corporation, and that said instrument was
signed and sealed on behalf of said Corporation, by authority of
its Board of Directors, and that said Larry D. Brown acknowledged
said instrument to be the free act and deed of said Corporation.

Subscribed and sworn to before me this 3rd day of August, 1988, by
Name: Larry D. Brown
Title: Vice President

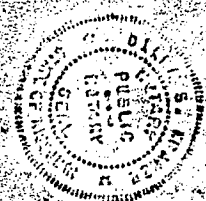
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

On this 3rd day of August, 1988, before
me appeared Larry D. Brown, to me personally known,
who, being by me duly sworn, did say that he is the
Vice President of Warson Ridge, Inc., a Missouri
Corporation, and that the seal affixed to the foregoing
instrument is the Corporate Seal of said Corporation, and
that said instrument was signed and sealed on behalf of said
Corporation, by authority of its Board of Directors, and
that said Larry D. Brown acknowledged said instrument
to be the free act and deed of said Corporation.

In testimony whereof I have hereunto set my hand and
affixed my official seal in the county and state aforesaid,
the date and year first above written.

SEAL: Diana S. Kramer
Notary Public
Diana S. Kramer

My commission expires:
2/01/91



SUBORDINATION OF DEED OF TRUST

The undersigned, Southwest Bank of St. Louis, being the holder of the existing Deed of Trust on the real property described on Exhibit A attached to the Declaration, which is the subject matter of the foregoing First Amendment to the Warson Ridge Condominiums Declaration of Condominium, said Deed of Trust being recorded at Book 7870 Page 973 of the County of St. Louis Records, hereby consents to the recording of said amendment; and the submission of said Building A and the Units and Common Elements and Limited Common Elements contained therein to the provisions of the Declaration and the Missouri Uniform Condominium Act, and agrees that its said Deed of Trust shall be subordinated to the provisions of said Act and said Declaration and said First Amendment and the Exhibits attached thereto.

SEAL:
Attest:
[Signature]
Name: Robert J. Witterschein
Title: Vice President

SOUTHWEST BANK OF ST. LOUIS
By: [Signature]
Name: Stephen P. Marsh
Title: Vice President

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

On this 31 day of August, 1988 before me appeared Stephen P. Marsh to me personally known, who, being by me duly sworn, did say that he is the Vice President of Southwest Bank of St. Louis, a Missouri Banking Corporation; and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, by authority of its Board of Directors; that said Stephen P. Marsh acknowledged the said instrument to be the free act and deed of said Southwest Bank of St. Louis.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State of Missouri, this 31st day and year first above written.



[Signature]
Notary Public

My commission expires:
PATRICIA A. GRIFFIN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES JAN. 28, 1990
ST. LOUIS COUNTY

8.8841 Warson2

SUBORDINATION OF SECURITY AGREEMENT

The undersigned, Lawyer's Title Company of Missouri, being the holder of a security interest on the real property described on Exhibit A attached to the Declaration, which is the subject matter of the foregoing First Amendment of the Warson Ridge Condominiums Declaration of Condominium, said Security Agreement being recorded in Book 7870 Page 977 of the County of St. Louis Records, hereby consents to the recording of said First Amendment and the submission of said building, common elements, limited common elements, and units to the provisions of the Missouri Uniform Condominium Act, and the Warson Ridge Condominium Declaration of Condominium, and agrees that its said Security Agreement shall be subordinated to the provisions of said Act, said Declaration, said First Amendment, and the Exhibits attached thereto.

SEAL:

LAWYER'S TITLE COMPANY OF MISSOURI

Attest:

By:

Michael S. Starrett
Name: MICHAEL S. STARRETT
Title: EXECUTIVE VICE PRESIDENT

John McEvoy
Name: John McEvoy
Title: Vice President

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

On this 30th day of August, 1988 before me appeared John McEvoy to me personally known, being by me duly sworn, did say that he is the Vice-President of Lawyer's Title Company of Missouri, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation, by authority of its Board of Directors; and said John McEvoy acknowledged said instrument to be the free act and deed of said Lawyer's Title Company of Missouri.

In testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

SEAL:

Gayle V. Ebert
Notary Public

My commission expires:



GAYLE V. EBERT
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS CO.
COMMISSION EXP. FEB. 7, 1990
MEMBER MISSOURI NOTARY ASSOC.

8.88#1.Warson3

EXHIBIT C
ALLOCATED INTERESTS

BUILDING "A"

<u>UNIT</u>	<u>ALLOCATED INTEREST</u>
2303A	1/44
2303B	1/44
2303C	1/44
2303D	1/44
2303E	1/44
2307A	1/44
2307B	1/44
2307C	1/44
2307D	1/44
2307E	1/44
2311A	1/44
2311B	1/44
2311C	1/44
2311D	1/44
2311E	1/44
2315A	1/44
2315B	1/44
2315C	1/44
2315D	1/44
2315E	1/44

BUILDING "B"

<u>UNIT</u>	<u>ALLOCATED INTEREST</u>
2323A	1/44
2323B	1/44
2323C	1/44
2323D	1/44
2327A	1/44
2327B	1/44
2327C	1/44
2327D	1/44
2327E	1/44
2331A	1/44
2331B	1/44
2331C	1/44
2331D	1/44
2331E	1/44
2335A	1/44
2335B	1/44
2335C	1/44
2335D	1/44
2335E	1/44
2339A	1/44
2339B	1/44
2339C	1/44
2339D	1/44
2339E	1/44

TOTAL: 100%

8.8841 Warson4

END OF DOCUMENT

BOGR 8375 PAGE 1090

503

FIRST AMENDMENT
TO DECLARATION OF CONDOMINIUM
FOR
WARSON RIDGE CONDOMINIUMS

Plat 100.00
Declaration 14.00
County Fee 114.00
State User Fee \$3.00
Total 117.00
D.P.

THIS FIRST AMENDMENT to the Declaration of Condominium for Warson Ridge Condominiums, is made and entered this 23rd day of April, 1987, by Warson Ridge, Inc., a Missouri corporation, hereinafter "Declarant."

WHEREAS, a certain Declaration of Condominium for Warson Ridge Condominiums, hereinafter "Declaration," was recorded in Book 8040, Page 555 of the Recorder of Deeds Office for St. Louis County, Missouri, as amended, and

WHEREAS, Declarant is granted pursuant to ARTICLE 32 of the Declaration the right and authority to amend the Declaration at any time prior to December 31, 1996;

WHEREAS, Declarant desires to amend the Declaration to comply with the requirements of certain Veterans Administration regulations and to correct certain clerical errors;

NOW, THEREFORE, in consideration of the premises and of the mutual promises, covenants and agreements contained in the Declaration and the right and authority granted Declarant therein, Declarant does hereby amend the Declaration as follows:

1. By inserting the following paragraph at the end of ARTICLE 7 of the Declaration, such paragraph to constitute the second paragraph of ARTICLE 7:

In no event shall liens arising in connection with Declarant's ownership of, or Declarant's construction of improvements on the Property, which adversely affect the rights of existing Unit Owners or the priority of first mortgages on such Unit Owners' Units.

2. By deleting ARTICLE 16 of the Declaration, including Sections 16.1 through 16.7 thereof, inclusive, in its (their) entirety.

STATE OF MISSOURI SS
COUNTY OF ST. LOUIS
FILED FOR RECORD
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RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

REFER - TO - INSTRUMENT
FILED Aug. 11, 1987 DAILY NO. 503
Plat DEED BOOK 265 PAGES 33 and 34

3. By inserting the following Section 25.8 immediately after Section 25.7 of the Declaration:

25.8 Declarant's Liability Insurance.

Declarant shall purchase, at Declarant's own expense, a general liability insurance policy in an amount not less than \$1 million for each occurrence, to cover any liability which Owners of previously sold Units are exposed to as a result of Declarant's further development of the Condominium.

4. By amending and restating the last sentence in the first paragraph of Section 26.1 of the Declaration to read as follows: "If the Unit Owners vote not to rebuild any Unit, that Unit's Allocated Interest shall thereupon be automatically reallocated as provided in Section 448.3-113(8) of the Act, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting such reallocation pursuant to said Section 448.3-113(8) of the Act."

5. By amending and restating subsection (a) of Section 30.3 of the Declaration to read as follows:

(a) Assessment of the Declarant as a Unit Owner for capital improvements, provided that the foregoing provisions of this Section 30.3(a) shall apply only with respect to unoccupied Units owned by the Declarant; and

6. By deleting in their entirety the last two sentences in Section 31.3 of the Declaration.

7. By changing the date set forth in Section 31.7 of the Declaration from "December 31, 1986" to "December 31, 1996."

8. By replacing and substituting Exhibit "B" attached to the Declaration with the Amended Exhibit "B" attached hereto.

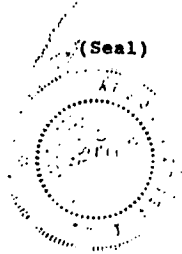
9. All other provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant, by its duly authorized officers, has executed this First Amendment to the Declaration on the date first above written.

DECLARANT

(WARSON RIDGE, INC.,
(a Missouri Corporation
(
(

(Seal)



By Royce H. Jones
Royce H. Jones President

Attest: Lynne T. Nelson
Secretary

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

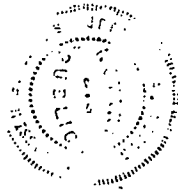
On this 23rd day of April, 1987, before me personally appeared ROYCE H. JONES, to me personally known, who, being by me duly sworn, did say he is the President of WARSON RIDGE, INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and said ROYCE H. JONES acknowledged said instrument to be the free act and deed of said corporation.

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

Jeffrey A. Witt
Notary Public
Jeffrey A. Witt

My Commission Expires:

11/20/1990



CONSENT OF MORTGAGEE

The undersigned, SOUTHWEST BANK OF ST. LOUIS, being the holder of the existing Deed of Trust on the real property described on Exhibit "A" attached to the Declaration of Condominium described in the foregoing instrument, which is the subject matter of the said Declaration of Condominium, said Deed of Trust being recorded at Book 7872, Page 273 of the County of St. Louis Records, hereby consents to the recording of the foregoing First Amendment to the said Declaration of Condominium, and agrees that its said Deed of Trust shall be subject to the provisions of said Declaration and the Exhibits attached thereto as amended by the foregoing First Amendment.

SOUTHWEST BANK OF ST. LOUIS

By Stephen P. Marsh
Title: Vice President
Stephen P. Marsh

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

On this 23rd day of April, 1987, before me personally appeared Stephen P. Marsh, to me personally known, who, being by me duly sworn, did say he is the Vice President of SOUTHWEST BANK OF ST. LOUIS, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said Stephen P. Marsh acknowledged said instrument to be the free act and deed of said SOUTHWEST BANK OF ST. LOUIS.

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

Patricia A. Griffin
Notary Public

My Commission Expires:

PATRICIA A. GRIFFIN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES JAN. 20, 1990
ST. LOUIS COUNTY