

This Second Amended Declaration is made and executed by the Declarant Lakeshore Knolls Condominium Association, hereinafter to be known as the "Association," pursuant to the provision of the Uniform Condominium Act of Missouri, hereinafter referred to as the "Act".

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PROVISION NO. 1

RECITALS

1. Declarant is the owner of the real property ("property") located in the City of Lake Saint Louis, a Municipal Corporation in St. Charles County, Missouri described as follows:

A tract of land being part of U.S. Survey 825 and part of Fractional Section 33, Township 47 North, Range 2 East, St. Charles County, (City of Lake Saint Louis) Missouri, said tract being described as follows:

Commencing at an old stone at the intersection of the Southwest line of U.S. Survey 1782, with the East line of Fractional Section 33 and the West line of Fractional Section 34; thence along said Southwest line of U.S. Survey 1782, North 38 degrees 57 minutes 06 seconds West 1,125.52 feet to a point on a circular curve having a radial bearing of South 12 degrees 57 minutes 59 seconds East; thence along said curve to the left, being concave to the South, having a radius of 700 feet, an arc length of 37.08 feet to a Point; thence continuing along said curve, having a radius of 700 feet, an arc length of 48.31 feet to a Point of compound curvature; thence along a curve to the left having a radius of 1,230 feet and an arc length of 81.71 feet to a point which is the BEGINNING point of the tract herein described; thence along a curve to the left concave to the South having a radius of 1,230 feet, an included angle of 16 degrees 11 minutes 05 seconds, and an arc length of 347.45 feet to a point; thence along a curve to the right concave to the North having a radius of 25 feet, an included angle of 84 degrees 31 minutes 12 seconds, and an arc length of 36.88 feet; thence along a curve to the left concave to the southwest having a radius of 225 feet, an included angle of 51 degrees 47 minutes 07 seconds, and an arc of 203.36 feet to a point; thence South 86 degrees 35 minutes 41 seconds west 103.53 feet to a point; thence North 39 degrees 21 minutes West 55 feet to a point; thence North 27 degrees 27 minutes 44 seconds East 324.58 feet to a point; thence along a curve to the left concave to the North having a radius of 230 feet, an included angle of 9 degrees 22 minutes 44 seconds, and an arc length of 39.29 feet to a point; thence South 71 degrees 55 minutes East 57 feet to a point; thence along a curve to the left concave to the North having a radius of 173 feet, an included angle of 08 degrees 45 minutes, and an arc length of 26.42 feet to a point; thence South 80 degrees 40 minutes East, 155.85 feet to a point; thence along a curve to the left concave to the North having a radius of 160 feet, an included angle of 33 degrees 31 minutes, and an arc length of 93.60 to a point; thence North 65 degrees 49 minutes East, 11.49 feet to a point; thence along a circular curve to the right having a radius of 1,460 feet, an arc length of 103.57 feet to a Point of tangency; then South 20 degrees 44 minutes East, 100.72 feet to a point; thence South 23 degrees 02 minutes 36 seconds West 36.10 feet to the place of beginning and containing 3.6908 Acres, as such boundaries are shown on Lakeshore Knolls-Plat One-A Condominium, recorded in the St. Charles County Recorder of Deeds Office in Plat Book 19, pages 19 through 22.

2. Declarant, by recording this Second Amended Declaration, amends changes and modifies completely and in full all prior declarations and previous declarant's submission of the property to the provisions of the Act.
3. The covenants, conditions, and restrictions contained in this Second Amended Declaration supersede the covenants, conditions and restrictions contained in all prior declarations and shall be enforceable equitable servitudes and shall run with the land.
4. Prior and current Declarant have previously filed a plat of survey depicting the location and dimensions of the submitted land and plans of the units as described in paragraph 1 of this Provision No.1 with both the County of St. Charles, Missouri and the City of Lake Saint Louis.
5. The property shall be known as LAKESHORE KNOLLS CONDOMINIUM. The business address of the Property is 1640 Lake Knoll Drive, Lake Saint Louis, Missouri 63367.

PROVISION NO. 2

DEFINITIONS

The terms used herein shall have the same meaning as set forth in the Act and as follows, unless the context otherwise requires:

1. Declarant, the "Association" -- All of the unit owners acting as a group in accordance with the Second Amended Bylaws and the Second Amended Declaration as further amended from time to time, to govern the affairs of the Condominium. The Association is incorporated and is organized pursuant to Section 448.3-101 of the Act, and is called "LAKESHORE KNOLLS CONDOMINIUM ASSOCIATION", A Missouri not-for-profit corporation.
2. "building" -- A structure containing one or more units that has been constructed on the land.
3. "common elements" -- All portions of the condominium other than the units.
4. "common expenses" -- All expenditures lawfully made or incurred by, or on behalf of, the Association, together with all the funds lawfully assessed for the creation of maintenance or reserves, and included liability for common expenses allocated to each unit pursuant to Section 448.2-108 of the Act.

5. "condominium unit" -- Means a physical portion of the condominium designated for separate ownership or occupancy, the boundaries of which are described pursuant to Provision No. 3 of this Second Amended Declaration (sometimes also called "unit").
6. "declarant" -- The Association.
7. "Second Amended Declaration" or "declaration" -- This instrument and any amendments hereto, by which the property is submitted to the provisions of the Uniform Condominium Act of Missouri and its lawful amendments.
8. "limited common elements" -- A portion of the common elements allocated by the Second Amended Declaration or by operation of subdivision (2) or (4) of Section 448.2-102 of the Act for the exclusive use of one or more but fewer than all of the units.
9. "majority" or "majority of unit owners" -- The majority of voting fractional interests in the condominium.
10. "property" -- The property, two buildings constituting the structures in Lakeshore Knoll Condominium, and all improvements therein, all easements, servitudes, rights, and appurtenances belonging thereto, and all chattels intended for use in connection therewith, (sometimes also herein call the "Condominium"), which are hereby submitted to the provisions of the Uniform Condominium Act of Missouri.
11. "The Act" -- Sections 448.1-101 through 448.4-120 Revised Statutes of Missouri, as from time to time amended, commonly called the "Uniform Condominium Act."
12. "Town Home units" -- Any unit in the building which is not served by an elevator (i.e., those four units not in the Manor Home building).
13. "Immediate family" -- Mother, father, sister, brother, son and daughter.

PROVISION NO. 3

DESCRIPTION OF THE CONDOMINIUM

1. DESCRIPTION OF THE BUILDINGS

The Lakeshore Knolls Condominium (the "Condominium") consists of two (2) buildings, one with eighteen (18) units (Manor Home) and one with four (4) units (Town Home). The interior partitions between units consist of double-stud walls, divided by insulation, and faced with gypsum sheetrock. The interior floors are of concrete and/or plywood construction with carpet, vinyl, ceramic, and wood floor coverings. The buildings are

supplied with electricity, gas, water, sewerage, telephone plugs, garbage collection service, and a master TV antenna. Each unit is equipped with individual heating and air-conditioning equipment. The buildings are more fully depicted on Lakeshore Knolls-Plat One-A Condominium, recorded in the St. Charles County Recorder of Deeds Office.

2. DESCRIPTION OF UNITS

The boundary of each unit are as follows:

- (A) Walls, floors, and ceilings are designated as boundaries of a unit; all lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the unit, and all other portions of the walls, floors or ceilings are a part of the common elements;
- (B) If any chute, flue, duct, wire, conduit pipe, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a unit, any portion thereof serving only that unit is a limited common element allocated solely to that unit and any portion thereof serving more than one unit or any portion of the common elements is a part of the common elements;
- (C) Subject to the conditions set forth in subdivision (B) of this section 2 of this Provision No. 3, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a unit are a part of the unit.
- (D) Any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, and all exterior doors and windows or other fixtures designed to serve a single unit, but located outside the unit's boundaries, are limited common elements allocated exclusively to that unit.

3. DESCRIPTION OF THE COMMON ELEMENTS

The common elements are as defined by Section 448.1-103(4) of the Act and shall mean all land and all portions of the property not contained within any unit, including, but not by way of limitation, roofs, foundations, pipes, ducts, floors, ceilings, conduits, wire, and other utility installations serving more than one unit, bearing walls, perimeter walls, regardless of location, walkways, gardens, all installations of power, lights, and gas, existing for common use, and other parts of the property necessary or convenient to its existence, maintenance, and safety or normally in common use, and all areas and facilities designated as common elements in the Act. In particular, the elevator and parking garage of the Manor Home shall be considered common elements. All common elements not covered by the following description of limited common elements are also hereby described as common elements.

4. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The limited common elements shall mean and include all storage lockers, attics, porches, decks, balconies, accessible only from a unit, patios, stairways, walkways, gardens, courtyards, air conditioning unit pads, and other areas designed for the use of certain units to the exclusion of the other units. Each owner, by accepting a deed to his unit, agrees to the designation of the limited common elements herein.

PROVISION NO. 4

UNIT NUMBERS AND FRACTIONS OF UNDIVIDED INTEREST IN COMMON ELEMENTS

1. The unit number and the maximum fraction of undivided interest in the common elements appurtenant to each unit and its identifying number is set forth immediately below.

Manor Home (Building #1)	Unit Interest
1600 Lake Knoll Drive	1/22
1602 Lake Knoll Drive	1/22
1604 Lake Knoll Drive	1/22
1606 Lake Knoll Drive	1/22
1608 Lake Knoll Drive	1/22
1610 Lake Knoll Drive	1/22
1612 Lake Knoll Drive	1/22
1614 Lake Knoll Drive	1/22
1616 Lake Knoll Drive	1/22
1618 Lake Knoll Drive	1/22
1620 Lake Knoll Drive	1/22
1622 Lake Knoll Drive	1/22
1624 Lake Knoll Drive	1/22
1626 Lake Knoll Drive	1/22
1628 Lake Knoll Drive	1/22
1630 Lake Knoll Drive	1/22
1632 Lake Knoll Drive	1/22
1634 Lake Knoll Drive	1/22
Town Home (Building #2)	
1480 Lake Knoll Drive	1/22
1482 Lake Knoll Drive	1/22
1486 Lake Knoll Drive	1/22
1488 Lake Knoll Drive	1/22

Except as provided in Provision Nos. 15 and 19, the fraction of undivided interest in the common elements appurtenant to any unit shall not be changed, except with the unanimous consent of all of the owners of all of the units expressed in an amendment to this Second Amended Declaration duly executed by all such owners and recorded. All units, of whatever type shall own an equal undivided interest in all common elements.

2. Such fractions have been computed by taking as the numerator the number one (1) in relation to the total number of units in the condominium. The denominator is the total number of units in the condominium of twenty-two (22).
3. Common expenses and assessments are not apportioned on the same basis as common ownership. Provision No. 7 of this Second Amended Declaration covers the allocation of common expenses and assessments.

PROVISION NO. 5

PURPOSE OF PROPERTY AND USE RESTRICTIONS THEREON

1. The purpose of the property is to provide residential housing and parking for unit owners, their respective families, tenants, guests, and servants.
2. The units and common elements shall be occupied and used as follows:
 - a. Use of Units. Except as may be otherwise expressly provided in this Second Amended Declaration, each unit shall be used for residential purposes only; no trade or business of any kind may be conducted. Rentals are expressly prohibited with renewals of existing rental agreements not allowed after July 31, 1999, or until such time as unit 1480 owned by Tim Graven and unit 1486 owned by Richard Donnelly are sold. The only exceptions to this covenant are: A lease-purchase agreement with option to buy for a period not in excess of two (2) years from date of effect, tenant use by immediate members of owners family under any personal agreement, and upon special permission by the Executive Board for any other reason not specifically listed herein, so long as tenancy is for a period of not less than four (4) months nor more than twelve (12) months and in compliance with reasonable rules and regulations as the Executive Board may promulgate. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Second Amended Declaration and the rules and regulations adopted hereunder. All owners of units involved in such approved uses as the Executive Board may see fit remain liable to the Association under all provisions herein.
 - b. No Obstruction of Common Elements. There shall be no obstruction of the common elements. Nothing shall be stored in the common elements without prior written consent of the Executive Board of the Association. The Association reserves the right to store in or about the common elements, in a manner that will

not obstruct regular vehicular traffic, building materials and equipment used to aid

and benefit maintenance, landscaping and/or construction projects only related to the business of the Association.

- c. Unit Owners Shall Not Cause Increase in Insurance. Nothing shall be done or kept in any unit or in the general or limited common elements which shall increase the rate of insurance on other units or on the common elements ("common") or limited common elements without the prior written consent of the Executive Board of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common or limited common elements which will result in the cancellation of insurance of any unit or any Part of the common or limited common elements or which would be in violation of any law. No waster of the common or limited common elements shall be committed.
- d. Signs. No sign of any kind shall be displayed to the public view or from any unit or from the general or limited common elements without the prior written consent of the Executive Board of the Association.
- e. Pets. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any unit or in the general or limited common elements; except those dogs, cats or other household pets that may already reside in units prior to adoption of this Second Amended Declaration. Exceptions to this article may be requested of and subject to the review and approval of the Association.
- f. Nuisances. No noxious, dangerous, or offensive activity shall be carried on in any unit or in the common or limited common elements nor shall anything be done therein which may be or become an annoyance or nuisances to others.
- g. No Alterations. Nothing shall be altered, or constructed in, or removed from the common or limited common elements, except upon the prior written consent of the Executive Board of the Association.
- h. Rules and Regulations. The Executive Board of the Association is authorized to adopt rules and regulations for the use of the general or limited common elements, prescribe penalties for any violation thereof, and shall furnish such rules in writing to the unit owners who shall be bound thereby.
- i. Radio, TV Antennas. No unit owner shall install, attach, or hang, or allow to be installed, attached, or hung, any equipment or wiring or electrical installations, television (cable), or radio transmitting or receiving antennas, additional air conditioning units, or any other like equipment, or wiring in or across any portion of any common elements, protruding from any balcony or through any wall, floor, ceiling, window, or door which is a common element, except as approved by the

Executive Board of the Association. All radios, (cable) televisions, electrical equipment or appliances of any kind or nature and the wiring therefor, installed or used in a unit shall fully comply with all rules, regulations, or requirements of all federal, state and local public authorities having jurisdiction.

- j. Compliance with Applicable Laws. Each unit owner shall promptly and fully comply with any and all applicable laws, rules, ordinances, statutes, regulations, or requirements of any governmental agency or authority with respect to the occupancy and use of his unit, and with the provisions hereof, and the Second Amended Declaration, Bylaws and Rules and Regulations promulgated hereunder or by the Association.
- k. Monuments as Boundaries. The existing physical boundaries of a unit, or the physical boundaries of a unit reconstructed in substantial accordance with the original plats and plans thereof, become the boundaries of such unit rather than the metes and bounds expressed in the deed or plat or plan, regardless of settling or lateral movement of the building, or minor variance between boundaries shown on the plats or plans or in the deed and those of the building.
- l. Storage and Parking of Vehicles. Subject to Declarant's reservation of rights in subparagraph b of this paragraph 2 of this Provision No. 5, there shall be no indoor or outdoor storage or parking upon any of the common elements or limited common elements of any commercial vehicle, truck, tractor, mobile home, or trailer (either with or without wheels), camper, camper trailer, recreational vehicle, boat or other watercraft, boat trailer, except for automobiles within the limited common elements provided for that purpose and for visitors temporarily parking in parking spaces and in accordance with rules and regulations designated and promulgated by the Executive Board of the Association.

No unit owners shall repair or restore any vehicle of any kind upon the Property, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper facility.

No disabled, vagrant, inoperable, or unlicensed motor vehicle shall be parked or stored on the Property except in an enclosed garage. the Executive Board of the Association is expressly given the power and authority to have any vehicle in violation of this restriction removed or towed at the owner's expense or if located on a limited common element, at the expense of the unit owner to whom that limited common element is allocated.

- m. Notification of Sale of Unit. The unit owner shall provide the Executive Board with thirty (30) days advance written notice of unit owner's intent to sell his/her unit.

PROVISION NO. 6

EXECUTIVE BOARD

1. The governing board of Lakeshore Knolls Condominium shall be the Executive Board of the Association, a Missouri not-for-profit corporation which shall manage and maintain the property and business of the Condominium pursuant to the provisions of this Second Amended Declaration, its Articles of Incorporation, its bylaws and any rules and regulations of the Association later adopted.
2. Election of Executive Board members will take place at the Annual General Meeting of the Association on the fourth Sunday of June, or as otherwise designated by the Executive Board. Any unit owner in good standing as determined by the Executive Board is eligible for nomination to the Executive Board for the subsequent term year following the election. A simple majority of yes votes of unit owners/voting members present at the Association's Annual General Meeting is required to elect. Newly/re-elected Board members assume their official duties at the first scheduled Board meeting following the Association's Annual General Meeting.
3. Notwithstanding any provision of this Second Amended Declaration to the contrary, the unit owners, by a two-thirds majority vote of all persons present and entitled to vote at any meeting of the unit owners at which more than fifty percent (50%) of all entitled voters are present, may remove any member of the Executive Board.

PROVISION NO. 7

FRACTIONAL ALLOCATION OF UNDIVIDED INTEREST IN COMMON EXPENSES

1. Common expenses are not apportioned on the same basis as is common ownership. Certain common expenses associated exclusively with the Manor Home (Building #1, containing 18 units) are allocated equally to Manor Home Units only.
 - A. Such expenses include operational and maintenance costs for the following: elevator; garages, including automatic doors, sensors, actuators; fire safety equipment, including extinguishers, sprinklers and alarm systems; interior common area janitorial and housekeeping services, pest control, carpet and decor replacement, electrical, HVAC, natural gas heat, lighting and safety systems; and exterior common lighting and safety systems.
 - B. Accordingly, this allocation is expressed on the basis of the ratio of an individual unit to the total number of units in the Manor Home Building, as the fraction - One eighteenth (1/18) of the cost of such expenses. No part of Town Home unit fees or assessments may be used for Manor Home common expenses.

2. Certain expenses are prorated based on actual costs, such as water/sewer and refuse pick-up. All other common expenses, primarily involving exterior common area maintenance, landscaping and groundskeeping are allocated among all units of every type equally. Accordingly, this allocation is expressed on the basis of the ratio of an individual's unit to the total number of all units of every type, as the fraction one twenty second (1/22) of the cost of such expenses. Most, if not all, limited common area expenses will fall in the latter category. A major exception is the repair and maintenance of unit decks, which will be funded by Manor Home and Town Home reserve accounts.
3. Certain Reserve Accounts are not apportioned on the same basis as in common ownership. Certain reserves, associated exclusively with the Manor Home (Building #1), containing are allocated equally to the Manor Home units only. This account is identified as Reserve #1. Certain reserves associated exclusively with the Town Home (Building #2, containing 4 units) are allocated equally to the Town Home units only. This account is identified as Reserve #2. Reserve Accounts #1 and #2 shall each consist of common reserves for outside painting, roof replacement, deck repair and maintenance and concrete drive replacement, with replacement of HVAC Systems an item in Reserve Account #1 only.

PROVISION NO. 8

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

1. The maintenance, replacement, and repair of the common elements shall be the responsibility of the Executive Board and the cost thereof shall be a common expense. The Executive Board shall replace, maintain, and repair all common elements and limited common elements. All incidental damages caused to a unit by the maintenance, replacement, and repair of the common elements shall be repaired promptly at the expense of the Executive Board.
2. Subject to the provisions of Paragraph 1 of this provision No. 11(8), the unit owners shall have the responsibility to maintain, repair, and keep in a clean and sanitary condition, at the unit owner's expense, all portions of the unit owner's unit, except those portions to be maintained, repaired, and replaced by the Executive Board. The unit owners shall keep clean and in a sanitary condition their storage areas, balconies, patios, and other limited common elements, if any, associated with their unit.

PROVISION NO. 9

DESTRUCTION OR DAMAGE

1. Subject to the provisions of 448.3-113.8 of the Act, in case of fire or any other disaster which causes damage or destruction to all or part of the property, the Executive Board shall arrange for the prompt repair and restoration of said property using the proceeds of insurance on the same for that purpose, and the unit owners shall be liable for assessment for any deficiency, if any, in proportion to their respective fractional share of the undivided interest in the common elements to substantially the same condition they were in prior to the damage or destruction with each unit and the common elements having substantially the same vertical and horizontal boundaries as before.
2. If the destruction or damage is by reason of eminent domain, Provision No.15(12) hereof shall apply.

PROVISION NO. 10

INSURANCE

1. Commencing not later than the time of the first conveyance of a unit subsequent to recording the Second Amended Declaration, the Executive Board shall, to the extent reasonably available, obtain and maintain:
 - (a) Property insurance on the buildings, including the units themselves (exclusive of improvements and betterments installed by unit owners), and common elements, insuring against all risks of direct physical loss commonly insured against. The total amount of insurance after application of any deductibles shall be not less than eighty percent (80%) of the actual cash value of the insured property at the time the insurance is purchased and at the renewal date, exclusive of land, excavations, foundations, and other items normally excluded from property policies; and
 - (b) Liability insurance, including medical payments insurance, in an amount determined by the Executive Board, covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership, or maintenance of the common elements.
2. The insurance policies carried pursuant to this Provision No. 10 and the Act shall provide that:
 - (a) Each unit owner is an insured person under the policy with respect to liability arising out of his/her interest in the common elements or membership in the Unit Owners' (Lakeshore Knolls Condominium) Association;
 - (b) The insurer waives its rights to subrogation under the policy against any unit

owner or members of his/her household;

- (c) No act or omission by any unit owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and
 - (d) If, at the time of a loss under the policy, there is other insurance in the name of a unit owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- 3. Each unit owner shall be required to notify the Executive Board of, and shall be liable for, any increased insurance premium for any insurance the Executive Board may elect to maintain or any improvements or betterments made by the unit owner to his unit. Each unit owner shall bear the risk of loss for all improvements made to his unit.
 - 4. Any unit owner who obtains individual insurance coverage covering any portion of the property, other than personal property belonging to such unit owner, shall be required to file a copy of such individual policy or policies with the Executive Board within thirty (30) days after obtaining such insurance coverage.
 - 5. No unit owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount that the Executive Board, on behalf of all of the unit owners, may realize under any insurance policy that the Executive Board may have in force covering the property or any part thereof at any time.
 - 6. The Association requires that each unit owner obtain insurance coverage to include his/her personal property and liability exposure not covered by the Association's policy. The unit owner may also wish to insure any improvement or betterment to his/her unit to the extent that the improvements increase the value of his/her unit beyond the limit of coverage provided by the policy maintained by the Association.

PROVISION NO. 11

TERMINATION

- 1. The termination of the Condominium shall take place only in accordance with the provisions of Section 448.2-118 of the Act as the same may from time to time be amended.
- 2. This provision cannot be amended without consent of all unit owners and all record owners or mortgagees of units.

PROVISION NO. 12

EMINENT DOMAIN

1. Whenever any proceeding is instituted that could result in the temporary or permanent taking, injury, or destruction of all or part of the common elements or one or more units or portions thereof by the exercise of the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, the Executive Board shall provide notice thereof to the unit owners and the Executive Board shall and the unit owners may, at their respective expense, participate in the proceedings incident thereto.
2. With respect to common elements, any damages or awards shall be determined or such taking, injury or destruction as a whole and not for each unit owner's interest therein. This provision does not prohibit a majority of unit owners from authorizing the Executive Board to use such damages or awards for replacing or restoring the common elements so taken on the remaining land, or on other acquired land, provided that this Second Amended Declaration is duly amended as may be necessary to accomplish such action.
3. With respect to one or more units or portions thereof, the damages or awards for such taking shall be deemed to be payable to the unit owner in the event the unit is acquired by eminent domain. Such damage or award shall include each unit owner's interest in the common elements. The fractions of undivided interest in the common elements appurtenant to the units that continue as part of the property shall be equitably adjusted to distribute the ownership of the common elements among the reduced number of unit owners. Changes in units, in the common elements, and in the ownership of the common elements that are affected by the taking referred to in this Provision, shall be evidenced by an amendment to this Second Amended Declaration and the plat, which must be approved by all unit owners.

PROVISION NO. 13

MORTGAGE PROTECTION

1. The term "mortgage" as used herein shall mean any recorded mortgage having priority over other mortgages and shall include a recorded deed of trust. The term "mortgagee" shall mean the owner and holder of a mortgage and shall include a beneficiary under a deed of trust.
2. The Executive Board shall maintain a roster of unit owners from the evidence of change of ownership furnished to the Executive Board which roster shall include the mailing addresses of unit owners. If the Executive Board has been given sufficient notice by unit owners or their mortgagees, the Executive Board shall maintain another roster which shall contain the name and address of each mortgagee of a unit. Each notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee.
3. The Executive Board, when giving notice to a unit owner of a default in paying common

charges or unit owner charges or any other default, shall, to the extent of the Executive Board's knowledge, send a copy of such notice to any listed mortgagee holding a listed mortgage covering the unit or units affected by such default.

4. A mortgagee of any unit who comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of mortgage, deed of trust, or deed (or assignment) in lieu of foreclosure, shall take the property with all liability for Association claims for unpaid assessments or charges against the mortgaged unit which accrued after the initiation date of such mortgage or deed of trust.
5. No amendment to this Provision No. 13 shall affect the rights of a mortgagee whose interest evidenced by a mortgage was recorded prior to the recordation of any such amendment not otherwise entitled therein.

PROVISION NO. 14

CONVEYANCES AND EASEMENTS

1. Every deed, lease, mortgage, or other instrument may describe a unit by its identifying number set forth in Provision No. 4 hereof. Every such description shall be deemed good and sufficient for all purposes and shall be deemed to convey, transfer, encumber, or otherwise effect the unit owner's corresponding fraction of undivided ownership in the common elements, as a tenant in common, as set forth in Provision No. 4 hereof even though the same is not exactly mentioned or described.
2. Every deed, lease, mortgage, or other similar instrument shall be deemed to:
 - (a) Except and reserve with respect to a unit: (1) any portion of the common elements lying within said unit; (2) easements through said unit, appurtenant to the common elements and all other units; (3) easements appurtenant to the common elements, for encroachments upon the air space of said unit by those portions of the common elements located within said unit.
 - (b) Include with respect to a unit nonexclusive easements for ingress and support of said unit through the common elements for the repair of said unit, through all other units and through the common elements.
 - (c) Except and reserve, with respect to the undivided fractional interest in the common elements, nonexclusive easements appurtenant to all units for ingress, egress, support, and repair.
 - (d) Include, with respect to the undivided fractional interest in the common elements, nonexclusive easements through each unit for support and repair of the common elements and nonexclusive easements for encroachments upon the air space of all

of the units by and for the portions of the common elements lying within the units.

3. Every deed, lease, mortgage or other similar instrument shall be deemed to except and reserve to Declarant and its successors and assign, ingress and egress over, upon and across all private roads within Lakeshore Knolls Condominiums.
4. Every deed, lease, mortgage or other similar instrument shall be subject to the interest of the City of Lake Saint Louis in an easement fifty (50) feet wide extending beyond the width, and for the entire length of, that certain portion of Lake Knoll Drive situated in Lakeshore Knolls Condominium, the midpoint of such fifty (50) feet being the center line of Lake Knoll Drive.

PROVISION NO. 15

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is created by and subject to this Second Amended Declaration shall be a member of the Association; also provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
2. Voting Rights. Each member shall be entitled to one vote for each unit in which they hold the interests required for membership by paragraph 1 of this Provision No. 15. When more than one person holds such interest or interest in any unit, all such persons shall be members and the vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such unit. Pursuant to Section 448.2-107(3) of the Act, voting shall be cumulative only for the purpose of electing members of the Executive Board of the Association.

PROVISION NO. 16

ASSESSMENTS

1. Agreement to Pay Assessments. Each owner of a unit by the acceptance of a deed or contract therefor, whether or not it be so expressed in the deed or contract, shall be deemed to covenant and agree with each other and with the Executive Board to pay his/her proportionate share of the common expenses and special assessments for capital improvements and other matters in such amounts and at such times as determined by the Executive Board in accordance with the terms of this Second Amended Declaration.
2. Lien for Unpaid Assessments. All sums assessed to any unit, together with interest, costs

and reasonable attorneys' fees thereon, shall be secured by a lien on such unit in favor of the Executive Board. Such lien shall be superior to all other liens and encumbrances, except as provided for in this Second Amended Declaration, and foreclosure and collection shall be as therein provided for.

PROVISION NO. 17

PREVIOUS COVENANTS RUNNING WITH THE REAL ESTATE

1. Previous covenants. Each unit owner shall have all of the rights and privileges and be subject to all the duties and assessments in the unit owner's property and common properties as outlined in the Lake Saint Louis Estates Company Declaration made June 21, 1967, recorded in Book 476, Page 726, and as amended by addendum to the Lake Saint Louis Declaration of Covenants and Restrictions recorded in Book 548, Page 671, and as affected by instrument recorded in Book 652, Page 41, and as affected by any other amendments thereto, all references being to the records and the Office of the Recorder of Deeds, St. Charles County, Missouri and as otherwise modified or affected by subsequent actions prior hereto; and as outlined in the ordinances of the City of Lake Saint Louis, Missouri.

PROVISION NO. 18

DECLARATION OF MISCELLANEOUS PROVISIONS

1. Except as provided below, in Paragraph 2 of this Provision No. 18, and except as prohibited by the Act, the provisions of this Second Amended Declaration may be amended only by an instrument in writing signed and acknowledged by owners who own interests of not less than sixty-six percent (66%) of the Lakeshore Knolls Condominium which amendment shall be effective upon recording.
2. Each unit owners shall strictly comply with the Provisions of the Second Amended Declaration, Bylaws, Rules and Regulations, and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Executive Board or its designee on behalf of the unit owners, or in an appropriate case, by an aggrieved unit owner.
3. The provisions of this Second Amended Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any other provision hereof shall not invalidate the entire Second Amended Declaration.
4. The captions to this Second Amended Declaration are inserted only as a matter of

convenience and for reference and in no way define, limit, or describe the scope of this Second Amended Declaration or the intent of any provision hereof.

5. This Second Amended Declaration, the Condominium Plat and Plans, and any Bylaws shall be construed and controlled by and under the laws of the State of Missouri, and any conflicts with the laws of the State of Missouri shall prevail over this Second Amended Declaration.

PROVISION NO. 19

COMBINATION OF UNITS

1. An owner of two or more adjoining units shall have the right, upon written approval of the Executive Board and consent of all others holding interest in the building containing the units affected, to combine one or more adjoining units or portion thereof provided such combination shall not require the unit owner to make any improvements or alterations to the unit that would impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium. The Association must give specific written permission before any combination of units occur if any change in the appearance of the common elements, or the exterior appearance of a unit or any other portion of the Condominium would result from the combination. The Second Amended Declaration, Bylaws, and condominium plat and plans shall be amended as may be necessary to reflect such combination pursuant to compliance with and approval of the ordinances and zoning regulations of the City of Lake Saint Louis and the Covenants and Restrictions of the Lake Saint Louis Community Association.
2. All such amendments to the Second Amended Declaration, Bylaws and Condominium Plat and Plans must be approved by attorneys employed by the Executive Board to ensure the continuing legality of the Second Amended Declaration, Bylaws and the Condominium Plat and Plans. The cost of such review by the attorneys shall be borne by the person wishing to combine the units.
3. The combined unit, if two or more units are totally combined, will hold the sum of the fractional undivided interests in the common elements that were allocated to the subject units prior to their combination. Similarly, for purposes of allocating common expenses, the combined unit, if two or more units are totally combined, will hold the sum of the fractional undivided interests in the common expenses that was allocated to the subject units prior to their combination.

This Second Amended Declaration shall take effect when recorded.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 16th day of September, 1999.

Lakeshore Knolls Condominium Association

By: Mary C. Breeding
Title: President

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

On this 16th day of September, 1999, before me appeared Mary Breeding, to me personally known, who, being by me duly sworn, did say that he/she is the President of Lakeshore Knolls Condominium Association, a Missouri not-for-profit corporation, and that the seal affixed to the foregoing instrument is the seal of said Association, and that said instrument was signed and sealed in behalf of said Association, by authority of its Executive Board of Directors; and said Mary Breeding acknowledged said instrument to be the free act and deed of said Association.

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

Pamela R. Freeman
Notary Public

PAMELA R. FREEMAN
Notary Public - State of Missouri
St. Charles County
My Commission Expires: March 22, 2003

My Commission expires: _____