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Gladys Manion's #1 Team 2025







1341 CROSSINGS COURT, UNIT B
BALLWIN, MISSOURI 63021
2 BEDS | 2 FULL BATHS | $175,000



Carol Butler
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This document has legal consequences.
If you do not understand it, consult your attorney.
The text of this form may not be altered in any manner without written acknowledgement of all parties.

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Form # 2091 01/26

SELLER'S DISCLOSURE STATEMENT

Property Address : 1341 Crossings Ct Unit B, Ballwin MO 63021

Note: If Seller knows or suspects some condition which might lower the value of the property being sold or adversely affect Buyer's decision to buy the property, then Seller needs to disclose it. This statement will assist Buyer in evaluating the property being considered. Real estate brokers and agents involved in the sale do not inspect the property for defects, and they cannot guarantee the accuracy of the information in this form.

TO SELLER: Your truthful disclosure of the condition of your property gives you the best protection against future charges that you violated your legal obligation to Buyer by concealing a material defect(s), lead-based paint, use as a site for methamphetamine production or storage and/or any other disclosure required by law. Your knowledge of the property prior to your ownership may be relevant. In the case of a material defect, for example, if information that you possess indicates some persistent pattern of a problem not completely remedied, such information should be included in this disclosure in order to achieve full and honest disclosure. Your answers or the answers you fail to provide, either way, may have legal consequences, even after the closing of the sale. This questionnaire should help you meet your disclosure obligation, but it may not cover all aspects of your property. If you know of or suspect some condition which would substantially lower the value of the property, impair the health or safety of future occupants, or otherwise affect Buyer's decision to buy your property, then use the space at the end of this form to describe that condition.

TO BUYER: THIS INFORMATION IS A DISCLOSURE ONLY AND IS NOT INTENDED TO BE A PART OF ANY CONTRACT BETWEEN BUYER AND SELLER. If you sign a contract to purchase the property, that contract, and not this disclosure statement, will provide for what is to be included in the sale. So, if you expect certain items, appliances, or equipment included, you must specify them in the contract. Since these disclosures are based on the Seller's knowledge, you cannot be sure that there are, in fact, no problems with the property simply because the Seller is not aware of them. The answers given by the Seller are not warranties of the condition of the property. Thus, you should condition your offer on a professional inspection of the property. You may also wish to obtain a home protection plan/warranty. Due to the variety of insurance, requirements, products, and arrangements Buyer should contact appropriate party to determine insurance coverage needed. Conditions of the property that you can see on a reasonable inspection should either be taken into account in the purchase price or you should make the correction of these conditions by the Seller a requirement of the sale contract.

STATUTORY DISCLOSURES

Note: The following information, if applicable to the property, is required by federal or state law to be disclosed to prospective buyers. Local laws and ordinances may require additional disclosures.

	LEAD-BASED PAINT	YES	NO	UNK
1	Does the Property include a residential dwelling built prior to 1978? If "Yes," 42 U.S.C. 4852d and EPA regulations promulgated pursuant thereto require that a completed Disclosure of Information and Acknowledgement Lead Based Paint and/or Lead-Based Paint Hazards form (Form #2049) must be signed by Seller and any involved real estate licensee(s) and given to any potential buyer.	☐	☑	☐
2	Please explain any "Yes" answers you gave in this section:			

	METHAMPHETAMINE	YES	NO	UNK
3	Are you aware if the Property is or was used as a site for methamphetamine production or the place of residence of a person convicted of a crime involving methamphetamine or a derivative controlled substance related thereto? If "Yes," §442.606 RSMo requires you to disclose such facts in writing.	☐	☑	☐
4	Please explain any "Yes" answers you gave in this section:			

	WASTE DISPOSAL SITE OR DEMOLITION LANDFILL (permitted or unpermitted)	YES	NO	UNK
5	Are you aware of any permitted or unpermitted solid waste disposal site or demolition landfill on the property? If "Yes," Section 260.213 RSMo requires Seller to disclose the location of any such site on the Property. **Note: If Seller checks "Yes," Buyer may be assuming liability to the State for any remedial action at the property.**	☐	☑	☐

UNK=Unknown

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6 Please explain any "Yes" answers you gave in this section:

RADIOACTIVE OR HAZARDOUS MATERIALS	YES	NO	UNK
7 Have you ever received a report stating affirmatively that the Property is or was previously contaminated with radioactive material or other hazardous material? If "Yes," §442.055 RSMo requires you to disclose such knowledge in writing. Please provide such information, including a copy of such report, if available.	☐	☑	☐

8 Please explain any "Yes" answers you gave in this section:

ADDITIONAL DISCLOSURES

Lead-Based Paint	YES	NO	UNK
9 Are you aware of the presence of any lead hazards (such as paint, water supply lines, etc.) on the property?	☐	☑	☐
10 Are you aware if it has ever been covered or removed?	☐	☑	☐
11 Are you aware if the property has been tested for lead?	☐	☑	☐

12 Please explain any "Yes" answers you gave in this section including test date, type of test and results:

Radon	YES	NO	UNK
13 Are you aware if the property has been tested for radon gas?	☐	☑	☐
14 Are you aware if the property has ever been mitigated for radon gas?	☐	☑	☐

15 Please explain any "Yes" answers you gave in this section:

Mold	YES	NO	UNK
16 Are you aware of the presence of any mold on the property?	☐	☑	☐
17 Are you aware of anything with mold on the property that has ever been covered or removed?	☐	☑	☐
18 Are you aware if the property has ever been tested for the presence of mold?	☐	☑	☐

19 Please explain any "Yes" answers you gave in this section:

Asbestos Materials	YES	NO	UNK
20 Are you aware of the presence of asbestos materials on the property, such as roof shingles, siding, insulation, ceiling, flooring, pipe wrap, etc.?	☐	☑	☐
21 Are you aware of any asbestos material that has been encapsulated or removed?	☐	☑	☐
22 Are you aware if the property has been tested for the presence of asbestos?	☐	☑	☐

23 Please explain any "Yes" answers you gave in this section:

Other Environmental Concerns	YES	NO	UNK
24 Are you aware of any other environmental concerns that may affect the property such as polychlorinated biphenyls (PCB's), electro-magnetic fields (EMF's), underground fuel tanks, unused septic or storage tanks, etc.?	☐	☑	☐

25 Please explain any "Yes" answers you gave in this section:

SUBDIVISION, CONDOMINIUM, VILLA, CO-OP, OR OTHER SHARED COST DEVELOPMENT (if applicable)

26 Development Name	CROSSINGS AT HICKORY SOUND CONDOMINIUM		
27 Contact Name	Darin Buford	Phone #	(314) 454-0800 x302

28 Type of Property (check all that apply) ☐ Single Family ☐ Multi-Family ☑ Condominium ☐ Townhome ☐ Villa ☐ Co-op

29 Mandatory Assessment #1 $ 415 per ☑ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Other

30 Mandatory Assessment #2 $ _____ per ☐ Monthly ☐ Quarterly ☐ Semi-Annual ☐ Annual ☐ Other

31 Mandatory Assessment(s) include:
☑ entrance sign/structure ☐ street maintenance ☑ common ground ☑ snow removal specific to dwelling
☑ snow removal common area ☑ landscaping of common area ☑ landscaping specific to dwelling ☐ reception facility
☐ clubhouse ☐ pool ☐ tennis court ☐ exercise area ☑ water ☑ sewer ☑ trash removal ☐ doorman ☐ cooling ☐ heating
☐ security ☐ elevator ☑ some insurance ☐ real estate taxes ☐ other common facility _____
☐ assigned parking space(s): how many _____ identified as _____
☐ other specific item(s): _____
☐ Dwelling exterior maintenance covered by Assessment: _____

UNK=Unknown

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	YES	NO	UNK
Are you aware of any existing or proposed special assessments?	☐	☑	☐
Are you aware of any special taxes and/or district improvement assessments?	☐	☑	☐
Are you aware of any condition or claim which may cause an increase in assessment or fees?	☐	☑	☐
Are you aware of any material defects in any common or other shared elements?	☐	☑	☐
Are you aware of any existing indentures/restrictive covenants?	☐	☑	☐
Are you aware of any violation of the indentures/restrictions by yourself or by others?	☐	☑	☐
Is there a recorded shared driveway/street/road maintenance agreement?	☐	☐	☑
Is there a driveway/street/road that is not maintained by city or county? If so, please explain in description.	☐	☐	☑

Please explain any "Yes" answers you gave in this section:

UTILITIES

Services	Current Provider	Phone #		Avg Monthly Cost
Propane	N/A		☐ Owned ☐ Leased	
Gas	N/A			
Electric	Ameren			UNK
Water	HOA managed			
Sewer	HOA managed			
Trash	HOA managed			
Recycle	HOA managed			
Internet	N/A			
Phone	N/A			

HEATING, VENTILATION AND COOLING ("HVAC") SYSTEMS

Type of Heating Equipment:

Zone 1: Age UNK Brand RHEEM ☑ Forced Air ☐ Heat Pump ☐ Radiant ☐ Baseboard ☐ Geo-Thermal ☐ Other

Zone 2: Age _____ Brand _____ ☐ Forced Air ☐ Heat Pump ☐ Radiant ☐ Baseboard ☐ Geo-Thermal ☐ Other

Fuel Source of Heating Equipment:

Zone 1: ☐ Natural Gas ☑ Electric ☐ Propane ☐ Fuel Oil ☐ Solar ☐ Other

Zone 2: ☐ Natural Gas ☐ Electric ☐ Propane ☐ Fuel Oil ☐ Solar ☐ Other

Type of Air Conditioner:

Zone 1: Age UNK Brand RHEEM ☑ Central Electric ☐ Central Gas ☐ Window/Wall (# of Units:) ☐ Other

Zone 2: Age _____ Brand _____ ☐ Central Electric ☐ Central Gas ☐ Window/Wall (# of Units:) ☐ Other

	YES	NO	UNK
Are you aware of any problems or issues with any part of the HVAC system?	☐	☑	☐
Do you have any existing maintenance agreements in place?	☐	☑	☐
Are any areas of the home not covered by central heating /cooling?	☐	☑	☐

With respect to the last service/repair made to the HVAC system, please describe in detail the scope of work, date, name of person/company who did the work and cost:

Please explain any "Yes" or "Other" answers you gave in this section:

Lower level storage room not covered by HVAC.

FIREPLACE(S)

	YES	NO	UNK
Location 1: Room: N/A Functional and properly vented? Type: ☐ Wood Burning ☐ Gas Logs ☐ Natural Gas ☐ Propane ☐ UNK	☐	☐	☐
Location 2: Room: _____ Functional and properly vented? Type: ☐ Wood Burning ☐ Gas Logs ☐ Natural Gas ☐ Propane ☐ UNK	☐	☐	☐
Location 3: Room: _____ Functional and properly vented? Type: ☐ Wood Burning ☐ Gas Logs ☐ Natural Gas ☐ Propane ☐ UNK	☐	☐	☐
Are you aware of any problems or repairs needed with any item in this section?	☐	☐	☐

Please explain any "Yes" or "No" answers you gave in this section:

PLUMBING SYSTEM, FIXTURES AND EQUIPMENT

Plumbing System: ☐ Copper ☐ PVC ☐ PEX ☐ Galvanized ☑ Other: UNK

Water Heater 1: Age: UNK Location: Condo closet Tank Size: 40 Gal ☐ Gas ☑ Electric ☐ Propane ☐ Tankless ☐ Other

Water Heater 2: Age: _____ Location: _____ Tank Size: _____ ☐ Gas ☐ Electric ☐ Propane ☐ Tankless ☐ Other

UNK=Unknown

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		YES	NO	UNK
69	Does the property have an ice-maker supply line?	☐	☐	☑
70	Is property equipped with a Lawn Irrigation System? If yes, please provide date of last backflow device inspection certificate.	☐	☐	☑
71	Are you aware of any problems or repairs needed in the plumbing system?	☐	☑	☐
72	Does property have a Swimming Pool/Spa/Hot Tub? **(If "Yes," attach Form #2180, Pool/Spa/Pond/Lake Addendum to Seller's Disclosure Statement.)**	☐	☑	☐
73	Please explain any "Yes" or "Other" answers you gave in this section:			

WATER (If well exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)

74 What is the source of your drinking water? ☑ Public ☐ Community ☐ Well ☐ Other

75 If well, when was the water last tested? UNK Is test documented? ☐ Yes or ☐ No. If yes, please provide documentation.

76 Do you have a water softener? ☐ Yes or ☑ No. If yes, is it ☐ Owned or ☐ Leased. If leased, provide lessor and cost below.

		YES	NO	UNK
77	Are you aware of any problems relating to the water system including the quality or source of water or any components such as the curb stop box?	☐	☑	☐
78	Please explain any "Yes" answers you gave in this section and water softener lease information if applicable :			

SEWERAGE (If Septic or Aerator exists, attach Form #2165, Septic/Well Addendum to Seller's Disclosure Statement)

79 What is the type of sewerage system to which the house is connected? ☑ Public ☐ Private ☐ Septic ☐ Aerator ☐ Other
If Other, please explain:

80 If septic/aerator, when was system last serviced?

		YES	NO	UNK
81	Is there a sewerage lift system?	☐	☐	☑
82	Is there a sewerage grinder system?	☐	☐	☑
83	Are you aware of any leaks, backups, open drain lines or other problems relating to the sewerage system?	☐	☑	☐
84	Please explain any "Yes" answers you gave in this section:			

ELECTRICAL (Note: Certain types of electrical panels have been subject to recall)

Type of Service Panel(s):

85 Panel 1: Amps UNK Brand UNK ☑ Circuit Breakers ☐ Fuses ☐ Other

86 Panel 2: Amps Brand ☐ Circuit Breakers ☐ Fuses ☐ Other

87 Panel 3: Amps Brand ☐ Circuit Breakers ☐ Fuses ☐ Other

Type of Wiring:

88 Panel 1: ☐ Copper ☐ Aluminum ☑ UNK ☐ Other

89 Panel 2: ☐ Copper ☐ Aluminum ☐ UNK ☐ Other

90 Panel 3: ☐ Copper ☐ Aluminum ☐ UNK ☐ Other

		YES	NO	UNK
91	Are you aware of any problems or repairs needed in the electrical system?	☐	☑	☐
92	Are you aware of any panels in service in the property being subject to recall or otherwise out of date?	☐	☑	☐
93	Are you aware of any active knob and tube wiring in the property?	☐	☑	☐
94	Please explain any "Yes" answers you gave in this section:			

CONSTRUCTION

95 The property was originally constructed in: 1993 . Seller has occupied property from See #167 to .

96 List all significant additions, modifications, renovations, & alterations to the property during your ownership below:

New flooring and new lighting in living room, dining room, kitchen, and both bedrooms. New blinds for all windows. Decking and deck railing are new. Condo is freshly painted. New hardware on kitchen cabinetry.

		YES	NO	UNK
97	Were required permits obtained for the work described above?	☐	☑	☐
98	Please explain any "No" answers you gave in this section: No permits required.			

UNK=Unknown

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FOUNDATION

99 Type of Foundation: ☑ Concrete ☐ Cinder Block ☐ Stone ☐ Wood ☐ Other: _____

		YES	NO	UNK
100	Are you aware of any problems or issues with foundation?	☐	☑	☐
101	Are you aware of any problems with the footing, foundation walls, sub-floor, interior and exterior walls, roof construction, decks/porches or other load bearing components?	☐	☑	☐
102	Are you aware of any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab?	☐	☑	☐
103	Are you aware of cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage?	☐	☑	☐
104	Are you aware of any repairs to any of the building elements listed above?	☐	☑	☐
105	Were required permits obtained for any repairs described above?	☐	☐	☑
106	Please explain any "Yes" answers you gave in this section, including location, extent, date and name of the person/company who did the repair or control effort:			

BASEMENT AND CRAWL SPACE (Complete only if applicable)

		YES	NO	UNK
107	Is the home equipped with a sump pit?	☐	☑	☐
108	Is the home equipped with a sump pump?	☐	☑	☐
109	Are you aware of any issues with sump pit(s) & pump(s)?	☐	☑	☐
110	Are you aware of any dampness, water accumulation or leakage, in the basement or crawl space or slab?	☐	☑	☐
111	Are you aware of any repairs or other attempts to control any water or dampness problem in the basement or crawl space?	☐	☑	☐
112	Please explain any "Yes" answers you gave in this section:			

ROOF, GUTTERS AND DOWNSPOUTS

		YES	NO	UNK
113	What is the approximate age of the roof? 1 year Is it documented? If yes, please provide documentation.	☐	☐	☑
114	Are you aware of any active leaks to the roof?	☐	☑	☐
115	Has the roof ever leaked during your ownership?	☐	☑	☐
116	Has the roof been repaired, recovered or any portion of it replaced or recovered during your ownership?	☑	☐	☐
117	Are you aware of any problems with the roof, gutters or downspouts?	☐	☑	☐
118	Does the property have multiple layers of roofing currently installed on any portion of the property?	☐	☐	☑
119	Please explain any "Yes" answers you gave in this section and attach any documentation: Roof replaced by HOA in 2025.			

PESTS/TERMITES/WOOD DESTROYING INSECTS

		YES	NO	UNK
120	Are you aware of any pests, rodents or termites/wood destroying insects impacting the property and improvements?	☐	☑	☐
121	Are you aware of any uncorrected damage to the property caused by above?	☐	☑	☐
122	Are you aware of any control reports for the property?	☐	☑	☐
123	Are you aware of any control treatments to the property?	☐	☑	☐
124	Is your property currently under a warranty contract by a licensed pest/termite control company? If so, when does it expire and what is the renewal costs?	☐	☐	☑
125	Please explain any "Yes" answers you gave in this section:			

SOIL AND DRAINAGE

		YES	NO	UNK
126	Are you aware of any fill, expansive soil or sinkholes on the property or that may affect the property?	☐	☑	☐
127	Are you aware of any soil, earth movement, flood, drainage or grading problems on the property or that may affect the property?	☐	☑	☐
128	Are you aware of any past, present or proposed mining, strip-mining, or any other excavations on the property or that may affect the property?	☐	☑	☐
129	Are you aware of any Post-construction Stormwater Best Management Practices (BMPs) on the property? (BMPs are private stormwater management facilities which include a recorded formal Maintenance Agreement with the Metropolitan Sewer District, e.g., retention ponds, rain gardens, sand filters, permeable pavement)	☐	☑	☐
130	Please explain any "Yes" answers you gave in this section:			

UNK=Unknown

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	SURVEY AND ZONING	YES	NO	UNK
131	Do you have a survey of the property? If yes, please attach.	☐	☑	☐
132	Does the survey include all existing improvements on the property?	☐	☐	☑
133	Are you aware of any shared or common features with adjoining properties?	☑	☐	☐
134	Are you aware of any rights of way, unrecorded easements, or encroachments, which affect the property?	☐	☑	☐
135	Is any portion of the property located within the 100-year flood hazard area (flood plain)?	☐	☐	☑
136	Are you aware of any violations of local, state, or federal laws/regulations, including zoning, relating to the property?	☐	☑	☐
137	Please explain any "Yes" answers you gave in this section: Condo adjoins neighboring units in 1341 Crossings Ct.			

	INSURANCE	YES	NO	UNK
138	Are you aware of any claims that have been filed for damages to the property? (i.e., roof, flood, fire, casualty, etc.)	☐	☑	☐
139	If "Yes," please provide the following information for each claim: date of claim, description of claim, repairs and/or replacements completed.			

APPLIANCES/EQUIPMENT
(Seller is not agreeing that all items are being offered for sale; mark N/A if not applicable)

140	Range/Stove	☐ N/A	Age UNK	☐ Gas	☑ Electric	
141	Oven	☐ N/A	Age UNK	☐ Gas	☑ Electric	
142	Cooktop	☑ N/A	Age	☐ Gas	☐ Electric	
143	Outdoor Grill	☑ N/A	Age	☐ Gas	☐ Electric	
144	Dryer Hookup	☐ N/A		☐ Gas	☑ Electric	
145	Built in Microwave	☐ N/A	Age UNK			
146	Built in Refrigerator	☐ N/A	Age UNK			
147	Dishwasher	☐ N/A	Age UNK			
148	Garbage Disposal	☑ N/A	Age			
149	Trash Compactor	☑ N/A	Age			
150	Electric Pet Fence	☑ N/A	# of collars			
151	Gas Powered Exterior Lights	☑ N/A	# of lights			
152	Security System/Cameras	☑ N/A		☐ Owned	☐ Leased	

		YES	NO	UNK
153	Are you aware of any items in this section in need of repair or replacement?	☐	☑	☐
154	Please explain any "Yes" answers you gave in this section:			

	MISCELLANEOUS	YES	NO	UNK
155	Has the property been continuously occupied during the last twelve months?	☐	☑	☐
156	Is the property located in an area that requires any compliance inspection(s) including municipality, conservation, fire district or any other required governmental authority?	☑	☐	☐
157	Is the property located in an area that requires any specific disclosure(s) from the city or county?	☐	☐	☑
158	Is the property designated as a historical home or located in a historic district?	☐	☐	☑
159	Is property tax abated or subject to a tax freeze (such as Senior Property Tax Freeze)? If yes, attach documentation from taxing authority.	☐	☐	☑
160	Are you aware of any pets having been kept in or on the property?	☐	☐	☑
161	Is the Buyer being offered a protection plan/home warranty at closing at Seller's expense?	☐	☑	☐
162	Are you aware of any inoperable windows or doors, broken thermal seals, or cracked/broken glass?	☐	☑	☐
163	Are you aware if carpet has been laid over a damaged wood floor?	☐	☑	☐
164	Are you aware of any existing or threatened legal action affecting the property?	☐	☑	☐
165	Are you aware of any consent required of anyone other than the signer(s) of this form to convey title to the property?	☐	☑	☐
166	Please explain any "Yes" answers you gave in this section: St Louis County Residential Occupancy Inspection passed.			

UNK=Unknown

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ADDITIONAL COMMENTS

Our sister lived in the condo from June 2014 to April 2026. We've owned the condo since June 2014 but have never lived in it. We've answered this seller's disclosure to the best of our knowledge.

Seller attaches the following document(s): St Louis County Residential Occupancy Inspection report

SELLER'S ACKNOWLEDGEMENT:

Seller acknowledges having carefully examined this statement and that it is complete and accurate to the best of Seller's knowledge. Seller agrees to immediately notify listing broker in writing of any changes in the property condition. Seller authorizes all brokers and their licensees to furnish a copy of this statement to prospective Buyers.

Jane Make-Crane — dotloop verified 10/27/26 11:32 AM CDT D2TE-NMKW-CBFN-FHOC

SELLER SIGNATURE DATE

Jane Mack-Crane

Seller Printed Name

Ben Mack-Crane — dotloop verified 10/29/26 9:32 AM CDT 2TBQ-GKND-6VID-FV50

SELLER SIGNATURE DATE

Ben Mack-Crane

Seller Printed Name

BUYER'S ACKNOWLEDGEMENT:

Buyer acknowledges having received and read this Seller's Disclosure Statement. Buyer understands that the information in this Seller's Disclosure Statement is limited to information of which Seller has actual knowledge. Buyer should verify the information contained in this Seller's Disclosure Statement, and any other important information provided by either Seller or broker (including any information obtained through the Multiple Listing Service) by an independent, professional investigation of his own. Buyer acknowledges that broker is not an expert at detecting or repairing physical defects in property.

BUYER SIGNATURE DATE

Buyer Printed Name

BUYER SIGNATURE DATE

Buyer Printed Name

SAINT LOUIS COUNTY
Transportation and Public Works

41 S. Central Avenue
Clayton, Mo 63105
(314) 615-4100

Residential Occupancy Inspection Report

Neighborhood Preservation: Protecting Property Values, Promoting Health & Safety

MACK CRANE T BENJAMIN & JANE H/W
5616 ELINOR AVE
DOWNERS GROVE, IL 60516

Incident #: 26NPS-06530
Locator #: 24Q121390
Inspection Date: 10/08/2026
Inspector: DENNIS PRESLEY
(314) 615-8962
Owner: MACK CRANE T BENJAMIN & JANE H/W
Inspection Address: 1341 CROSSINGS CT, UNIT# B, BALLWIN, MO 63021

Inspection expires: 2/6/2027 Inspection Status: **Pass**

Dwelling may not be occupied, including personal belongings placed inside prior to inspection approval

The following corrections should be made to meet St. Louis County Ordinances and Building Codes.

Contact Phone #:
Occupancy Status: Vacant
Dwelling Occupancy Limit: 5
Permits Required:
Permits Obtained:

General Inspection Information

Allowable fire blocking material is ½" drywall, ¾" plywood, 22 ga metal with approved fire caulk, no foam allowed
Dwelling shall be cleaned to move in condition prior to final inspection
When a permit is required the contractor must be licensed in St. Louis County

For inquiries, please call Neighborhood Preservation at 314-615-4100. Office hours: M-F, 8:00am-4:00pm.

You are being issued this Notice of Violation because it is our understanding that you are the President , Trustee, Organizer or Registered Agent of the recorded owner of this property. We assume you are a person responsible for this property and if the violations are not abated by the compliance date, we will forward the matter to the St. Louis County Counselor's Office for prosecution or other legal action. If you are not responsible for this property, you must notify us immediately, informing us who is responsible for this property and provide their contact information including name, mailing address and phone number.

Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal within thirty days to the Manager of Neighborhood Preservation, or the Neighborhood Services Division Manager. Every effort will be made by the Manager, or Division Manager, to give the matter a proper airing utilizing appropriate inspection staff. An appeal shall be based upon a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent form of compliance will be used.

Failure to comply with the Property Maintenance Code, Chapter 1110 of the Saint Louis County Revised Ordinance will result in this case being referred to the St. Louis County Counselor. In that event, this case will be placed on a Municipal Court Docket and you could be summoned to Court. The Court could levy a fine not to exceed one thousand dollars ($1,000.00) for any one offense and/or imprisonment in the County Jail for not more that on (1) year. If you are summoned to court, minimum court costs will be assessed.

Enhanced Limited Warranty
Registration Information

The Crossings at Hickory Sound
7 Millpark Ct
Maryland Heights, MO 63043

04/23/26

Subject: Your GAF Golden Pledge® Limited Warranty

Thank you for choosing GAF Roofing Products to protect your property.

Lifetime Roofing and Renovation LLC, a GAF Factory Certified Contractor, has registered your GAF Golden Pledge® Limited Warranty, and addendum(s) if applicable, on your behalf. We hope you enjoy the peace of mind that comes from protecting the roof that protects your property.

Please keep this document in a safe place, as you will need it in the unlikely event that you need to make a claim, or if you should sell your property and would like to transfer your warranty to the new owner.

As a customer who has chosen a premium product, a top contractor, and excellent protection, your opinion means a lot to us. We are constantly striving to provide you with the best product and experience. Please take a moment to leave a review by just scanning the QR Code displayed below or by clicking this link.

https://rwr.gaf.com/410724614

Please feel free to contact us if you have any questions. Again, thank you very much for choosing GAF, the best choice in roofing!

Sincerely
Certified Contractor Services

GAF Enhanced Limited Warranty Registration Information

Warranty: Golden Pledge®

Installation Date: 05/01/2025

Installed: Steep Slope 31 Squares
Property: 1341

Address: 1341 Crossings Court
Ballwin, MO 63021

Contractor: Lifetime Roofing and Renovation LLC
Address: 7 Millpark Ct
Maryland Heights, MO 63043
Phone: 314 800-0426

Products Installed:

Timberline HDZ®,
StainGuard®,
WeatherWatch®,
FeltBuster®,
Pro-Start®,
Cobra® SnowCountry® Advanced,
Seal-A-Ridge®,

410724614

Warranty Registration #

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We protect what matters most™

Golden Pledge® Limited Warranty for Commercial and Multi-Family Properties

The Legal Stuff

What Is Covered/Excluded. This *Golden Pledge® Limited Warranty* covers certain GAF roofing products installed on your roof (the "GAF Products") including GAF Asphaltic Shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, GAF Leak Barrier Products, GAF Roof Deck Protection Products, GAF Cobra® Attic Ventilation Products, GAF Master Flow™ Attic Exhaust Ventilation Products, GAF Master Flow™ Pivot™ Pipe Boot Flashing, and GAF Seam Tape for Roof Decks, in the unlikely event that they contain a manufacturing defect. Misapplication of your GAF Products and flashings at valleys, dormers, chimneys, and plumbing vents (the "Covered Flashings") is also covered. Note: This limited warranty does not cover low-slope membranes, other Master Flow™ Ventilation Products, or GAF ThermaCal® Ventilated Nail Base Roof Insulation. Please go to gaf.com for a copy of the limited warranties covering these products.

How Long Your Warranty Lasts

GAF Shingles	Manufacturing Defect Coverage		Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage
	Limited Warranty Term	Smart Choice® Protection Period**	Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
Designer Lifetime† Shingles	40 Years	25 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	25 Years
LayerLock®-labeled Timberline® Shingles	40 Years	25 Years	15 Years	**WindProven™ Limited Wind Warranty****: No maximum wind speed. For all other installations: With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus PRO™: 30 years StainGuard Plus™: 25 Years	StainGuard Plus PRO™ & StainGuard Plus™: 15* / 10 Years	25 Years
All Other GAF Lifetime† Shingles	40 Years	25 Years	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard®: 10 Years	StainGuard®: 1 Year	25 Years
Marquis WeatherMax®	30 Years	20 Years	15 Years	80/130	No coverage	No coverage	20 Years
Royal Sovereign®	25 Years	20 Years	15 Years	60/96	StainGuard®: 10 Years	StainGuard®: 1 Year	20 Years

GAF Ridge Cap Shingles	Manufacturing Defect Coverage	Wind Warranty Coverage		Algae Warranty Coverage		Misapplication Coverage
		Limited Warranty Term	Wind Speed Coverage (mph / km/h)	Limited Warranty Term	Smart Choice® Protection Period**	
TimberTex®, Ridglass®, or Timber-Crest®	**Limited Warranty Term** and **Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	15 Years	With Special Installation***: 130/209 Without Special Installation***: 110/175	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	**Misapplication Coverage Term** lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.
Seal-A-Ridge®, Seal-A-Ridge® AS			90/144			
Z® Ridge			With Special Installation***: 90/144 Without Special Installation***: 70/112			

GAF Starter Strip Shingles	Manufacturing Defect Coverage	Wind Warranty Coverage	Algae Warranty Coverage		Misapplication Coverage
			Limited Warranty Term	Smart Choice® Protection Period**	
StarterMatch® Starter Strip Shingles	**Limited Warranty Term** and **Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	StainGuard Plus™: 25 Years	StainGuard Plus™: 15* / 10 Years	**Misapplication Coverage Term** lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.
All Other GAF Starter Strip Shingles			No coverage	No coverage	

Other GAF Accessories	Manufacturing Defect Coverage	Wind Warranty Coverage	Algae Warranty Coverage	Misapplication Coverage
GAF Leak Barrier Products GAF Roof Deck Protection Products GAF Roof Deck Seam Tape GAF Cobra® Attic Ventilation Products GAF Master Flow™ Non-Powered Attic Exhaust Ventilation Products	**Limited Warranty Term** and **Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof.	No coverage	No coverage	**Misapplication Coverage Term** lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.

Other GAF Accessories	Manufacturing Defect Coverage	Wind Warranty Coverage	Algae Warranty Coverage	Misapplication Coverage
GAF Master Flow™ Powered Attic Exhaust Ventilation Products	**Limited Warranty Term** and **Smart Choice® Protection Period**** lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof, except that Motorized, Solar, and Electronic Components and Wi-Fi Connectivity (if applicable) are covered for the warranty term stated in the *GAF Master Flow™ Powered Attic Exhaust Ventilation Products Limited Warranty Addendum*	No coverage	No coverage	**Misapplication Coverage Term** for GAF Accessories lasts as long as the **Misapplication Coverage Term** for the type of shingle installed in the field of the roof.

† The word "Lifetime" means as long as you, the original owner(s) [or the second owner(s) if coverage was properly transferred within the first 20 years], own the property where the shingles and/or accessories are installed. The Lifetime warranty term and 50-year non-prorated period is applicable only to shingles and accessories installed on a single-family detached residence owned by individuals such as buildings owned by a corporation, with: governmental entity, religious entity, or condominium or homeowner association, including but not limited to any school(s), apartment buildings(s), or multi-use structure(s), etc. ("Other Buildings"), the length of the warranty is 40 years and the non-prorated period is 25 years. See *Golden Pledge® Limited Warranty for Commercial and Multi-Family Properties* for complete coverage and restrictions.

***15-year Smart Choice® Protection Period** for the StainGuard Plus PRO™ or StainGuard Plus™ Algae Protection Limited Warranty applies only if you install both StainGuard Plus PRO ™- or StainGuard Plus™-labeled shingles and ridge cap shingles. For all other installations, the Smart Choice® Protection Period is 10-years.

****Smart Choice® Protection Period:** Refers to the crucial period of time following installation of the GAF Products during which the coverage provided for in this limited warranty is non-prorated. After the Smart Choice® Protection Period specified above, the remedy provided for in this warranty may be different than that provided for during the Smart Choice® Protection Period, and any remedy will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. After the non-prorated period, GAF's maximum liability shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

*****Special Installation:** Your GAF LayerLock®-labeled shingles will be covered up to the maximum wind speed above **ONLY** if installed using **4 nails** per shingle **and** you have GAF Starter Strip Products installed at the eaves **and** rakes. Special Installation for all other GAF Shingles requires use of **6 nails** per shingle **and** GAF Starter Strip Products installed at the eaves **and** rakes. Your GAF Ridge Cap Shingles will be covered up to the maximum wind speed above **ONLY** if your ridge cap shingles are installed in strict accordance with the "Maximum Wind Speed Coverage Under Limited Warranty" section of the applicable ridge cap shingle application instructions.

******WindProven™ Limited Wind Warranty** requires installation of LayerLock®-labeled shingles using 4 nails per shingle, and at least four (4) qualifying accessories.

Golden Pledge® Limited Warranty for Commercial and Multi-Family Properties

continued from previous page

Transferability
You may transfer or assign this limited warranty to a subsequent owner of this property for the remaining term only if the request is in writing to GAF at the address listed below within **1 year** after ownership transfer. This limited warranty may be transferred **only once**. Other than this one transfer, this warranty is **NOT** otherwise transferable or assignable by contract or by operation of law, either directly or indirectly. If the transfer takes place within the first 20 years after installation, the second owner is entitled to the same coverage as the original owner. If the transfer takes place afterwards, the length of this warranty shall be reduced to the two-year period after ownership changes. During this two-year period, GAF's reimbursement to the second owner will be based only on the reasonable cost of replacement GAF Products, reduced by the amount of use that has been received from the GAF Products from date of installation through the date of claim.

Manufacturing Defects: What Is Covered/Sole and Exclusive Remedy
GAF Warranty Company LLC ("GAF"), a subsidiary of GAF, warrants that your GAF Products will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term listed above. For all buildings other than single family detached residences owned by individuals, such as buildings owned by a corporation, governmental entity, religious entity or, condominium or homeowner association, including but not limited to any school(s), apartment building(s), office building(s), or multi-use structure(s), etc. ("Other Buildings), GAF's maximum (bold) liability under this paragraph, before proration, shall not exceed $750 per square. **Note:** Wind Warranty and Algae Warranty are covered separately below. For coverage related to Master Flow™ Powered Attic Exhaust Ventilation Products, refer to your *Master Flow™ Powered Attic Exhaust Ventilation Products Limited Warranty Addendum* (if applicable).

(1) During the Smart Choice® Protection Period: : GAF will pay you the full reasonable cost of labor to repair or re-cover any defective GAF Product(s) (excluding non-GAF accessories, metal work, or flashings other than Covered Flashings), and will provide replacement GAF Products or the reasonable cost of obtaining replacement GAF Products, at GAF's option. The costs of labor to tear off some or all of your GAF Products and disposal are included if necessary to repair your roof.

(2) After the Smart Choice® Protection Period: The repair or re-cover cost, replacement GAF Products, or reimbursement provided to you will be reduced to reflect the use you have received from your GAF Products. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the warranty term. After the non-prorated period, GAF's maximum liability for any roof shall NOT exceed three times the reasonable cost of replacement GAF Products before any reduction for use.

WindProven™ Limited Wind Warranty: What Is Covered/Sole and Exclusive Remedy
This limited warranty is **specifically conditioned** on your meeting all eligibility requirements, including installation of **LayerLock®-labeled** shingles, GAF Ridge Cap Shingles, GAF Starter Strip Shingles, and a GAF Roof Deck Protection Product, plus your choice of either a GAF Leak Barrier Product or GAF Attic Ventilation Product, and your **LayerLock®-labeled** shingles being fastened and installed **strictly** in accordance with GAF's application instructions. For installations which do not meet these eligibility requirements, see **Wind Warranty** section below. The limited warranty applies only to your **LayerLock®-labeled** shingles and does not apply to any GAF Accessory Products. GAF warrants to you that your **LayerLock®-labeled** shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) after they should have sealed but did not due to a manufacturing defect. If your **LayerLock®-labeled** shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off or damaged shingles and hand-sealing any unsealed shingles. Costs related to underlayment, metal work, and flashings are not included. GAF's **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the **LayerLock®-labeled** shingles on your roof.

Wind Warranty: What Is Covered/Sole and Exclusive Remedy
For projects that are NOT eligible for coverage under the *WindProven™ Limited Wind Warranty,* GAF warrants to you that your GAF shingles and ridge cap shingles will not fail to seal, blow off, or sustain damage from winds (including gusts) up to the applicable wind speed listed above after they should have sealed but did not due to a manufacturing defect or their misapplication. If your shingles or ridge cap shingles do fail to seal, blow off, or suffer wind damage, GAF will reimburse you for the reasonable costs of replacing the blown-off shingles or damaged shingles or ridge cap shingles and head-sealing any unsealed shingles or ridge cap shingles. Costs relating to metal work and flashings (other than Covered Flashings) are not included. GAF **maximum** liability under this paragraph is to reimburse you for the cost of hand-sealing all of the shingles and ridge cap shingles on your roof.

Algae Warranty: What Is Covered/Sole and Exclusive Remedy
This limited warranty applies only to shingles, ridge cap shingles, and starter strip shingles sold in packages bearing the **StainGuard Plus PRO™, StainGuard Plus™,** or **StainGuard®** logos. GAF warrants to you that blue-green algae (also known as cyanobacteria) will not cause a pronounced discoloration of your **StainGuard Plus PRO™-, StainGuard Plus™-** or **StainGuard®-labeled** shingles, ridge cap shingles, and starter strip shingles for the warranty term listed above. If your **StainGuard Plus™-labeled** shingles or **StainGuard Plus PRO™, StainGuard®-labeled** shingles, ridge cap shingles, and starter strip shingles exhibit a pronounced discoloration caused by blue-green algae during the Smart Choice® Protection Period listed above, GAF's contribution will be either the reasonable cost of commercially cleaning your shingles, ridge cap shingles, or starter strip shingles or, at the sole option of GAF, replacing discolored shingles, ridge cap shingles, or starter strip shingles. The **maximum** cost to GAF shall be the lesser of the original cost of the affected shingles, ridge cap shingles, or starter strip shingles or the cost to clean the shingles, ridge cap shingles, or starter strip shingles. During the **remainder** of the limited warranty period, GAF contribution to you will be reduced to reflect the amount of use you have received from your shingles, ridge cap shingles, or starter strip shingles since they were installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by the number of months in the Algae Warranty term.

Note: Preventing pronounced algae-related discoloration of your shingles, ridge cap shingles, and starter strip shingles is achieved through formulations or through unique blends of granules.

Misapplication: What Is Covered/Sole and Exclusive Remedy
If any of your GAF Products or Covered Flashings is found to have an application error that adversely affects performance, GAF will arrange to have your roof repaired or re-covered or, at its sole option, will provide you with replacement GAF product(s) and reimburse you for the full reasonable cost of labor and other materials to repair or re-cover your roof, including Covered Flashings. The costs of labor to tear off some or all of your GAF Products and Covered Flashings and disposal are included if necessary to repair your roof.

If your claim arises out of an application error in your GAF Products or Covered Flashings, which is discovered or discoverable within the first two years after installation, it is the obligation of your Master Elite® Roofing Contractor to make all necessary repairs. In the event that GAF determines your Master Elite® Roofing Contractor is unable or unwilling to perform these repairs, GAF will arrange to have your roof repaired if the issues were caused by application errors within the scope of GAF liability under this limited warranty.

NOTE: Failure to install adequate ventilation is **NOT** an application error of your GAF Products and is not covered under this Limited Warranty. Due to the design of certain buildings, the replacement of existing flashings may be difficult, costly, or impractical. Please be sure to review these items with your roofing contractor.

Master Flow™ Powered Attic Exhaust Ventilation Products Limted Warranty: What is Covered/Sole and Exclusive Remedy

This Master Flow™ Powered Attic Exhaust Ventilation Products Limited Warranty lasts as long as the warranty for manufacturing defects for the type of shingle installed in the field of the roof, except that the motorized, solar, electronic, and Wi-Fi enabled components of the products shall only be covered for the warranty term set forth in this section.

Power, Solar & Dual-Powered Attic Exhaust Vents — Roof Mount	Warranty Term (Years)	Non-Prorated Coverage Term (Years)	Wi-Fi Connectivity Limited Warranty Term (Years)*
ERV4, CERV4, ERV4HT	5	2	1
ERV5, CERV5, ERV5HT, ERV5QCT, EZCR1, EZCR1HT, EZCQCR1	5	3	1
ERV6, CERV6, ERV6HT	10	5	1
ERVSOLAR, ERVHYBRID	5	2	–
PRSOLAR2, PRHYBRID2	6	3	–
REPLACEMENT MOTORS, CONTROLLERS & ACCESSORIES	1	–	1
Power & Solar Attic Exhaust Vents — Gable Mount	**Warranty Term (Years)**	**Non-Prorated Coverage Term (Years)**	**Wi-Fi Connectivity Limited Warranty Term (Years)***
EGV5, CEGV5, EGV5HT, EGV5QCT, EZCG1, EZCG1HT, EZCQCG1	5	3	1
EGV6, CEGV6, EGV6HT, EZCG2	10	5	1
PGSOLAR	5	2	–
REPLACEMENT MOTORS, CONTROLLERS & ACCESSORIES	1	–	1

**Wi-Fi Connectivity Limited Warranty* applies only if you elected to purchase the optional Master Flow™ QuickConnect™ Wi-Fi Technology at the time of purchase. If you purchased this technology, your vent is warranted to have the ability to connect to your home's Wi-Fi network for a period of 1 year following the completion of installation of your roof or gable.

Golden Pledge® Limited Warranty for Commercial and Multi-Family Properties

Manufacturing Defects
During the warranty term specified above, for any Vent that does not perform properly as a result of a manufacturing defect, as determined by GAF, GAF will provide you with replacement part(s) or a replacement Vent. Decisions as to the provision of replacement part(s) or a replacement Vent will be made solely by GAF. If your claim arises during the Non-Prorated Coverage Term, GAF will also reimburse you for the reasonable costs to remove the defective part(s) or Vent and reinstall the replacement part(s) or replacement Vent. The remedy under this limited warranty is available only for those Vents exhibiting defects at the time your claim is evaluated by GAF.

Master Flow™ QuickConnect™ Wi-Fi Technology Limited Warranty
If your Vent with Master Flow™ QuickConnect™ Wi-Fi Technology is unable to connect to your home's Wi-FI network during the Wi-Fi Limited Warranty Term stated above, as determined by GAF, GAF will provide you with a replacement part or a replacement Vent. This is your sole and exclusive remedy and the entire liability of GAF under this Wi-Fi Limited Warranty. Decisions about whether to supply a replacement part or a replacement Vent will be made solely by GAF. GAF will also reimburse you for the reasonable cost to install the replacement part or replacement Vent.

GAF's MAXIMUM LIABILITY under this Section shall NOT exceed the original cost of the Vent. The replacement parts or replacement Vents will be covered under this Limited Warranty only for the remainder of the original Limited Warranty term.

What Is Not Covered
Even if your GAF Products were not properly installed according to GAF's application instructions or to standard good roofing practices, this limited warranty remains in effect. However, GAF will **NOT** be liable for and this warranty does **NOT** apply to:

(1) Damage resulting from anything other than an inherent manufacturing defect in the GAF Products, their misapplication, or the misapplication of Covered Flashings, such as:
  (a) settlement, movement, structural damage, or defects in the building, walls, foundation, or the roof base over which the shingles or accessories were applied.
  (b) inadequate ventilation.

(2) Damage resulting from causes beyond normal wear and tear, such as:
  (a) acts of nature, such as hail, fire, or winds (including gusts) over the applicable wind speed listed above except there is no maximum wind speed restriction for shingles covered by the *WindProven™ Limited Wind Warranty.*
  (b) impact of traffic on the roof or foreign objects, including damage caused by objects blown onto the roof by wind.
  (c) improper storage or handling of the GAF Products.

(3) Ice damming, except for leaks in the area of your roof covered by a GAF Leak Barrier which are caused by a manufacturing defect in your GAF Leak Barrier, its misapplication, or the misapplication of Covered Flashings.

(4) Shading or variations in the color of your GAF Products, chipping, fading, or peeling paint on your Master Flow™ Attic Exhaust Vent, or Master Flow™ Pivot™ Pipe Boot Flashing, or discoloration or contamination caused by fungus, mold, lichen, algae (except for blue-green algae if your shingles, ridge cap shingles, or starter strip shingles were labeled with the StainGuard Plus PRO ™, StainGuard Plus™, or StainGuard® logos), or other contaminants, including that caused by organic materials on the roof.

(5) Damage caused by, or the cost to repair or replace, products not sold by GAF, including but not limited to metal work and counterflashing.

(6) Improperly designed or installed gutter or downspout systems.

(7) Damage to the interior or exterior of the building, including, but not limited to, mold growth.

(8) Damage to or caused by rooftop air-conditioning units (and their flashing), pipe works, brace works, skylights, rooftop satellite dishes or other radio/TV devices, counterflashing, or flashings other than those specifically included above.

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF, unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF does not practice engineering or architecture. Neither the issuance of this limited warranty, nor any review of the roof constructed of the GAF Roofing Materials (or the plans for the roof) by GAF shall constitute any warranty of such plans, specifications or construction, or the suitability or code compliance of the GAF Roofing Materials for any particular structure. Any inspections made by GAF are limited to a surface inspection only, are for the sole benefit of GAF, and do not constitute a waiver or extension of any of the terms and conditions of this limited warranty.

Other Limitations Concerning Coverage
Decisions as to the extent of repair, re-cover, or cleaning required, and the reasonable cost of such work, will be made solely by GAF. GAF reserves the right to arrange directly for your GAF Products to be repaired, re-covered, or cleaned instead of reimbursing you for such work. The remedy under this warranty is available only for those GAF Products actually exhibiting manufacturing defects, application errors (including misapplication of Covered Flashings), or algae discoloration at the time your claim is settled. Any replacement GAF Products will be warranted only for the remainder of the original warranty period. GAF reserves the right to discontinue or modify its shingles or accessories, including the colors available, so any replacement GAF Products may not be an exact match for the GAF Products on your roof. GAF is not responsible for providing replacement GAF Products that match the GAF Products on your roof if the GAF Products (or particular colors of such GAF Products) are no longer available. In such event, GAF may, at its sole option, provide the cash value of an equivalent GAF product for only those GAF Products actually exhibiting manufacturing defects or application errors. Even if GAF does not modify a color, replacement GAF Products may not match your original GAF Products due to normal weathering, manufacturing variations, or other factors.

Claims: What You Must Do
You must notify GAF about any claim within **30 days** after you notice a problem. You may report a claim online at gaf.com/contact, by calling GAF at 1-800-458-1860, sending an email to warrantyclaims@gaf.com, or by sending a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, NJ 07054, USA. You will then be provided with complete details about submitting your claim. You may be required to send to GAF, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. If you repair or replace your GAF Products before you notify GAF about your claim **or** before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your GAF Products before your claim is resolved, you **MUST** provide GAF with reasonable notice. **NOTE: Notice to your contractor, dealer, or homebuilder is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

Limitation of Damages; Mediation; Jurisdiction
THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability of GAF, whether any claim against it is based upon negligence, breach of warranty, or any other theory. In **NO** event shall GAF be liable for any CONSEQUENTIAL OR INCIDENTAL DAMAGES of any kind, including, but not limited to, interior or exterior damages and/or mold growth.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this warranty shall be first submitted to mediation before a mutually acceptable mediator unless GAF, at its sole option, elects to waive said requirement. In the event that mediation is unsuccessful or is waived by GAF, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey. This guarantee shall be governed by the laws of the State of New Jersey, without regard to the principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above identified courts.

Modification of Warranty
This limited warranty may not be changed or modified except in writing, signed by an officer of GAF. No one (other than an officer of GAF) has the authority to assume any additional or other liability or responsibility for GAF in connection with your GAF Products and Covered Flashings except as described in this limited warranty.

Effectiveness
This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to you, and your roofing contractor has been paid in full.

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[redacted]

BP16324/1122

200501210010 9

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
AMDT	**CROSSINGS AT HICKORY SOUND ASSN**		

PROPERTY DESCRIPTION: **CROSSINGS AT HICKORY SOUND CONDO**

Lien Number	Notation	Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certication Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs.** Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
109

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of **4** pages, (this page inclusive), was filed for record in my office on the **21** day of **January** **2005** at **07:08 AM** and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber
Deputy Recorder

Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

SEAL OF THE RECORDER OF DEEDS FOR ST LOUIS COUNTY, MO

____ N.P
____ N.P.C
____ N.N.C.
____ N.N.I.

RECORDING FEE **$30.00**
(Paid at the time of Recording)

Mail to:

,

Destination code: **M**

B-16324 P-1122/1125

Notation

BP1632 4/1123

AMENDMENT TO THE
DECLARATION OF
THE CROSSINGS AT HICKORY SOUND CONDOMINIUM

This Amendment to the Declaration of The Crossings at Hickory Sound Condominium ("Amendment") is made and entered into by the Unit Owners of The Crossings at Hickory Sound Condominium Association as follows:

WHEREAS, The Crossings at Hickory Sound Condominium is presently governed by a certain Declaration recorded in Book 9514, Page 1774 of the St. Louis County, Missouri Records ("Indenture"); and

WHEREAS, Sections 15.4 and Section 10.4(b) of this Indenture provides that this Indenture may be amended from time to time by an instrument in conformity with the Condominium Act, approved by at least sixty-seven percent (67%) of the Unit Owners, and at least by fifty-one percent (51%) of the mortgage holders and thereafter be duly recorded;

WHEREAS, sixty-seven percent (67%) of the Unit Owners and fifty-one percent (51%) of the mortgage holders now desire to amend the Indenture.

NOW, THEREFORE, sixty-seven percent (67%) of the Unit Owners and fifty-one percent (51%) of the mortgage holders, as certified by the President of The Crossings at Hickory Sound Condominium Association which is the governing body of The Crossings at Hickory Sound Condominium, and as attested by its Secretary, having voted in the affirmative to amend and replace Sections 11.1 and 15.4 of the Indenture so that after this Amendment, Sections 11.1 and 15.4 of the Indenture shall read as follows:

Section 11.1: Restriction on Leasing of Units:

(a) No part of any Unit shall be used for a purpose other than a residence either by one (1) family or by not more than two (2) unmarried individuals. The term "family" shall mean any number of persons related by blood or marriage, including adopted children, or a group not to exceed two (2) persons (excluding servants) not related by blood or marriage, occupying premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(b) The Association deems it to be in the best interests of the entire community as a whole to preserve the Association as a community in which the Units are occupied by their Owners ("Owner-occupancy"). Accordingly, this paragraph is intended to foster Owner-occupancy by prohibiting future sales of Units to Owners who seek to purchase Units for investment/rental purposes after the recording of this Amendment, as follows:

(i). After the recording of this Amendment, no Owner shall begin using their Unit for investment/rental purposes by renting or leasing the same to persons outside the Owner's family.

1. A Unit shall not be deemed to be investment/rental purposes if the Unit is titled in the name of a trust, corporation or other entity for estate planning or other such purposes.

2. The Executive Board, however, is authorized to grant an exception to this restriction against leasing or renting for "good cause" shown, in the sole discretion of the Executive Board, which shall include but not be limited to situations caused by the death of an Owner, the illness/need to care for a family member by an Owner, the temporary employment relocations of an Owner and any temporary military transfer or assignment of an Owner. Any such request for an exception shall be submitted by the Owner in writing to the Executive Board who shall promptly consider the same. Under no circumstance, however, may an exception, for good cause shown, exceed twenty-four (24) months.

(ii). In the event a Unit was already being used for investment/rental purposes in that it was being rented or leased to a person outside the Owner's family Unit on the date of the recording of this Amendment, this Unit shall be allowed to remain so for as long as said Unit is owned by said Owner. However, this allowance to use the Unit for investment/rental purposes shall be terminated upon the sale, exchange, assignment or transfer, whether voluntary or involuntary, of this Unit.

During any period of time when a Unit is permitted to be rented or leased, all leases shall:

1. be in writing, with a full copy submitted to the Board of Managers for its approval at least ten (10) days prior to the commencement of the lease;

2. be of the full Unit (no room rentals or boarders) for a term not less than one (1) year and not be assigned or sub-leased;

3. appoint the Executive Board as agent and attorney-in-fact for the Owner of the Unit for the purpose of enforcing the provisions of the Indenture and/or Rules and Regulations against the lessee as well as the Owner;

4. require the Owner to maintain a Security Deposit of $750 (or as may be reasonably increased by the Executive Board from time to time) at all times during the lease which shall be held by the Association in a non-interest bearing account to protect the Association against damage and pay for repairs to the Common Elements;

5. require the Lessee to comply with and abide by all terms and conditions set forth in the Indenture and/or Rules and Regulations, including but not limited to the payment of any reasonable fines for the violation thereof.

(iii). In the event any Owner should violate any of the above Use of the Units provisions, the Executive Board may levy a fine of $100 per month (or as may be reasonably increased by the Executive Board from time to time) against the Owner and their Unit, and which shall be a lien which may be collected, together with attorney fees, interest, late fees and costs, in the same manner as an assessment set forth in the Indenture.

Section 15.4: Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Condominium Act and the Condominium Documents.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand on this 7th day

of December, 2004.

THE CROSSINGS AT HICKORY SOUND ASSOCIATION
A Missouri Not for Profit Corporation

By: _____

ATTEST:

_____
, Secretary

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

On this 29 day of December, 2004 before me appeared Craig Fluerke, to me personally known, who being by me duly sworn, did say that he is the President of The Crossings at Hickory Sound Condominium Association, a Not For Profit Corporation of the State of Missouri, and that said instrument was signed on behalf of said corporation, by authority of its Executive Board; and said 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.

_____
Notary Public

My Commission Expires:

DEBORAH J. DAYTON
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My commission expires June 16, 2005

October 22,2024

RATIFIED BUDGET 2026

	2024 BUDGET	2025 BUDGET	2026 BUDGET	NOTES:
OPERATING INCOME				
Fees	$ 184,080.00	$ 202,800.00	$ 258,960.00	$415 per month X 12 X 52 units
Special Assessments			$ 18,200.00	Jan and Feb - $175 per month (already passe
Reimbursement	$ 378.00	$ 1,000.00	$ 1,000.00	
TOTAL OPERATING INCOME	$ 184,458.00	$ 203,800.00	$ 278,160.00	
ADMINISTRATIVE EXPENSES:				
Insurance	$ 47,900.00	$ 56,730.08	$ 90,938.10	Based on a 10% increase; taking this back to r
Income Taxes			$ 1,329.00	
Mailing	$ 250.00	$ 100.00	$ 50.00	
Management Fees	$ 11,400.00	$ 11,400.00	$ 11,400.00	
Misc. Administrative	$ 378.00	$ 350.00	$ 1,600.00	
Professional Fees	$ 1,500.00	$ 2,500.00	$ 5,500.00	YE Tax Prep + misc legal
TOTAL ADMINISTRATIVE EXPENSES:	$ 61,428.00	$ 71,080.08	$ 110,817.10	
MAINTENANCE EXPENSES:				
Carpet	$ 2,000.00	$ 1,800.00	$ 1,800.00	
Exterminating	$ 1,000.00	$ 1,000.00	$ 1,000.00	
Janitorial	$ 4,800.00	$ 3,200.00	$ 5,000.00	
Repairs & Maintenance	$ 13,000.00	$ 13,000.00	$ 20,000.00	
Snow Removal	$ 8,000.00	$ 8,000.00	$ 15,000.00	
Landscaping	$ 29,700.00	$ 29,700.00	$ 29,700.00	
Supplies	$ 500.00	$ 100.00	$ 100.00	
TOTAL MAINTENANCE EXPENSES:	$ 59,000.00	$ 56,800.00	$ 72,600.00	

UTILITIES:

Electric	$ 10,000.00	$ 7,303.39	$ 8,824.20	3% increase
Sewer	$ 23,000.00	$ 18,699.31	$ 21,680.40	3% increase
Trash	$ 9,700.00	$ 9,195.84	$ 11,019.75	3% increase
Water	$ 18,120.00	$ 20,095.99	$ 26,440.05	3% increase
TOTAL UTILITIES:	$ 60,820.00	$ 55,294.52	$ 67,964.40	
Reserve Contribution	$ -	$ 20,280.00	$ 25,896.00	Based on lender recommendations of 10%
EXTRAORIDNARY EXPENSES:	$ -	$ -	$ -	
TOTAL OPERATING EXPENSES:	$ 181,248.00	$ 203,454.60	$ 277,277.50	
NET CASH POSITION	$ 3,210.00	$ 345.40	$ 882.50	

Capital Improvement Discussion:

Front Doors	Probably roughly $2000 per door (including labor)
Wood trim around front door	Same as above
Drain behind 1311	Roughly $20K
Landscaping Overhaul	TBD
Powerwashing siding	Roughly $10K

d SPA)

market

The Crossings at Hickory Sound
Condominium Association
Rules & Regulations

The following policies were previously approved by the Association, and recently reviewed and updated by the Executive Board. The policies are consistent with the Declaration and By-Laws of the Association and promulgated per the authority granted to the Executive Board. The policies were prepared with the intent of:

Providing a safe environment in which to live.

Providing an attractive, aesthetically pleasing setting by maintaining consistency of exterior appearance.

Providing efficient and cost-effective maintenance of common elements.

Providing additional direction on acceptable standards of conduct as they relate to our community.

Preserving the value of units in the condominium complex by maintaining its status as a desirable residential development.

The initial rules and regulations were adopted by the Association on October 4, 1994. The policies had been written by a group of residents over a period of several months and had been adopted from policies of similar condominium complexes, benefiting from their years of experience, but altered to suit the specific needs and circumstances of our Association. The original policies were adopted subject to being changed. Following submission and review by the unit owners, the Association adopted the changes as proposed effective March 26, 2008.

Policy on Violations
Fines, Appeals and Liens

1. Any violation of the Condominium By-Laws or the policies, rules and regulations shall subject the person and/or unit owner under whose authority that person is on Condominium property to an assessment of $25.00 for the first violation, $50.00 for the second violation, and $75.00 for any subsequent violation unless the specific section sets a different fine or assessment than above. The Board may, in its own discretion, give a unit owner warning of a violation before imposing a fine, but no warning shall be required before sending out the notice of fine.

2. The monthly maintenance fee is due on the first day of each month; failure to comply with this provision shall result in a late charge of $10.00 per month. This late charge is to be assessed on the tenth (10^{th}) day of said month.

over

3. The Board shall have the power to levy fines or assessments upon giving written notice of the violation, noting the amount of the fine or assessment, sent by regular mail to the unit and the last known address of the unit owner (if different).

4. Any unit owner or other person against whom the fine or assessment is levied shall have ten (10) days from the date the notice was sent to protest the imposition of the fine or assessment by delivering (in person or by mail) to the Condominium Management Company a written protest of such charge, stating with particularity the reasons the charge should not be imposed.

5. If a written protest is filed within the ten (10) day period, the Board, in its sole discretion, shall consider such protest and may gather information, modify, dismiss, or uphold the violation and/or fine.

6. Upon the Board's final determination, it shall send notice of its determination to the protesting person and said fine, or assessment shall be final and shall be immediately due.

7. In the event a fine or assessment (including condominium fees and special assessments) remain unpaid for a period of thirty (30) days after the date due, the Board will pursue all available remedies up to and including placement of a lien against the unit property.

8. In the event a lien is filed against any unit, the Board shall have the right to collect any reasonable attorney's fees incurred in filing and/or releasing the lien in addition to the amount of the assessment. The amount of such fees shall be clearly stated on the lien notice sent to the unit owner.

9. The imposition of fines or assessments shall not in anyway bar the Board from taking any further action for a repeat violation. The Board shall have the right to impose additional fines or assessments for the same or successive violations if such violations continue, and a new notice of violation is sent to the offending party.

Notices Submitted to the Board

1. Notices to the Board should be written, and should have the unit owner's name, address, and phone number. All notices should be mailed to the Condominium Management Company's office or delivered at a Board meeting and shall not be effective if delivered to a Board member or manager's residence. The regulation shall not be in effect for emergency situations where immediate action is needed.

2. All requests for maintenance in the common areas should be referred to the condominium management company. The Association does not handle problems regarding your unit, or maintenance within your unit.

Additions, Alterations, Decorations and Maintenance

1. Owners are not allowed to decorate (except for holidays) or change the appearance of any common element or any portion of the building (not within the bounds of the owner's unit), unless prior written authorization of the Board is obtained. Except in the case of an emergency, the Board must be notified prior to taking any action that affects common elements.

2. Requests from owners for any additions, construction or alterations to common areas must be presented in advance, and in writing to the Board. A request for improvement form may be obtained from the condominium management company.[1] The request will be reviewed at the next board meeting, and the owner will be notified in writing of Board approval or disapproval. In its sole discretion, the Board may approve, disapprove, or require alterations of any plans submitted to it.

3. Owners are not allowed to place statues, bird baths, animal feeders (wild or domestic) or similar devices on common elements.

4. Nothing shall be done which would or might jeopardize or impair the safety or soundness of the common areas.

5. Each owner shall maintain and keep their unit in good order and repair and shall take no action that would prejudice the structural integrity or increase the rate of insurance on the building in which the unit is situated, or that would be in violation of existing law. No combustible substances may be stored in the building (including garages, storage spaces, decks, or basements).

6. Any unit owner violating this section may be required to remove, replace, or modify the offending modification at their expense, be assessed for damages, and be subject to a fine.

7. Each unit owner must maintain their deck using a sealer/stain matching the stain currently used throughout the property. The decks and deck railings shall not be painted. When occupying an upper unit, please keep in mind your neighbor below, and take precautions to not get sealer on the deck below.

8. No artificial grass carpet, carpet, vinyl, plastic, or other like product shall be placed on the surface of any deck. Decks are to be kept in an orderly condition and shall not be used for storage.

9. Window and sliding door screens must be maintained in good repair at the cost of the unit owner. Window coverings must be in good repair.

Planting On Common Ground

1. Seasonal planting is allowed by unit owners (at their own expense) if confined to existing flower beds located outside their building. Vegetable planting is not allowed.

2. The unit owner that performs the planting shall be responsible for the care and maintenance of the planted area.

3. Ground contractors will be asked to exercise due caution when working near planted areas.

Use of Decks

[1] The Association's current management company is Rodemyer Christel, Inc. (RCI). RCI prefers to receive work requests in writing. Please mail your work order request to RCI, or e-mail your request to: mmendenhall@rcirealty.com

1. Plants may be placed on deck surfaces and railings, if secured to the railing. Plants may not be hung from buildings, gutters, or siding.

2. Electric grills are only permitted to be stored on decks. Charcoal and gas grills must be pulled 10 feet from the building for usage and may not be stored on decks.

3. Decks are not to be used for storage. Acceptable deck items include electric grills, deck furniture, a sun umbrella, and potted plants.

Pet Policy

1. Each unit is allowed two (2) household pets. Pets are not to be confined on a deck or other common area. All dogs must be walked on a leash, and the unit owner shall be responsible for disposal of any feces deposited on the common ground. A $25.00 fine per incident shall be assessed against anyone who violates this policy.

2. The owner of any pet causing or creating a nuisance or unreasonable disturbance shall be notified in writing and given five (5) days to submit a corrective plan. Repeat violations will be handled at the Boards discretion.

Signs and Commercial Activities

1. Except realty (see below), signs of any kind are not permitted to be displayed outside of any unit without prior written approval of the Board. Any sign, of any kind, may be displayed at any time if posted within a unit's window.

2. Unit owners shall not cause or permit anything to be hung or displayed on the outside of any unit or placed in a common area. No signs, awnings, canopy, radio, or television antenna shall be affixed or placed upon the exterior walls or roof of any building without prior written approval of the Board. Satellite dishes must be contained on a unit's deck.

3. Each unit shall be used as a single-family residence and for no other purpose. Each unit must be owner occupied as outlined in the Association's amended bylaws.

4. "For Sale" signs may be displayed at any time if posted within the sale unit's window. One additional realty sign may be displayed if placed within a ten-to-fifteen-foot radius of the Association entrance sign, from 6 p.m. Friday until 6 p.m. Sunday, but at no other times, if such realty sign does not exceed 2 feet in length and 2 feet in height. "Open house" realty signs, not to exceed four in number and not to exceed the height and length dimensions previously described, may be placed on Association property grounds on the morning of an open house, and must be removed at the conclusion of the open house. Other than those realty sings, and locations previously described, no other realty signs of any kind may be displayed on Association grounds or affixed to a unit. Lock boxes are not to be affixed to front entrance doorknobs.

Trash

1. Trash must be stored in containers (no bags) and shall be placed in designated areas for pick-up no earlier than the day before pick-up, and containers shall be returned and stored in the garage no later than midnight the day of pick-up. All cartons and debris shall be crushed and securely tied or bagged.

2. Leaving trash in common areas is prohibited, and if violated a fine may be assessed at the Boards discretion.

Parking Policy

1. All common areas designated as parking are solely for the personal use of unit owners, their families, and guests to park cars, vans and pick-up trucks that are used on a regular basis. No recreational vehicles, boats, trailers, large trucks, or commercial vehicles (except those making service calls) may be parked in general parking areas. Commercial trucks, (including moving vans) are allowed to be parked only during the time required to perform service and shall not block or impede means of access to other residents. Owners utilizing such services should be mindful of their neighbors needs.

2. No vehicle shall be parked that is not in operating condition or because of operating condition (flat tire, severe body damage, unlicensed etc.), which in the opinion of the Board constitutes a nuisance. No vehicle shall be parked for the purpose of being repaired or offered for sale.

3. There is NO PARKING except in lined spaces. Vehicles parked outside lined spaces impede fire and emergency vehicles.

4. Any vehicle that is in violation of this policy shall be given a forty-eight (48) hour warning notice that shall be attached to the vehicle. Forty-eight (48) hours after such notice has been posted the vehicle shall be subject to a $5.00 per day fine for each day the violation continues that, if unpaid, shall constitute a lien against the unit in which the vehicle owner or user is living or visiting. After a warning notice has been attached to a vehicle, at the Board's discretion, the vehicle may be towed, and the cost assessed to the offending unit owner.

Peace Disturbance and Nuisance

1. Any person who is a resident of the Association shall conduct themselves in a manner so as not to disturb the peace of other residents. This includes but is not limited to yelling; playing a stereo, TV, or musical instrument loudly; and loud parties in such as a manner that the noise is clearly audible in another unit. Peace disturbance is considered a police matter, and the affected unit owner is responsible for calling the police and registering a complaint.

2. Private parties are not allowed using common areas without prior written authorization of the Board.

Interior Maintenance and Appearance

1. All common areas shall be kept orderly by the unit owners. All common hallways must remain clear. Unused furniture and boxes must be stored within each unit's enclosed storage room.

2. Maintenance and upkeep of the garage door and garage door opener is the responsibility of the unit owner.

Seasonal Decorations

1. Outdoor holiday decorations and lights placed in the common access entry areas may be displayed from Thanksgiving until mid-January.

2. Decorations placed in the common entry areas must be approved by all unit owners in that building.

3. Exterior decorations shall be limited to unit decks, with the exceptions of entry doors and railings. No decorations should be placed on any other exterior surfaces.

CTG-18 McBride Son.

DECLARATION OF THE CROSSINGS AT
HICKORY SOUND, A CONDOMINIUM

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DECLARATION OF THE CROSSINGS AT

HICKORY SOUND CONDOMINIUM

ARTICLE I
SUBMISSION: DEFINED TERMS

Section 1.1 Declarant; Property; County; Name. McBRIDE & SON INVESTMENT CO., INC. (hereinafter sometimes referred to as the "Declarant"), owner in fee simple of the real estate described in Exhibit "A" attached as a part hereof, located in the County of St. Louis, State of Missouri hereby submits the real estate described in Exhibit "A", including all easements, rights and appurtenances thereunto belonging and the Building(s) and improvements erected or to be erected thereon (hereinafter collectively referred to as the "Designated Property") to the provisions of the Missouri Uniform Condominium Act, Mo.Rev.Stat. Sections 448.1-101 et seq. (1986) as amended (hereinafter referred to as the "Condominium Act"), to be known as "THE CROSSINGS AT HICKORY SOUND CONDOMINIUM" (hereinafter sometimes referred to as the "Condominium").

Section 1.2 Defined Terms.

(a) Capitalized terms not otherwise defined herein or in the Plats and Plans without definition shall have the meanings specified in the Bylaws or, if not defined therein, the meanings specified or used in the Condominium Act.

(b) The following terms are used or defined in general terms in the Condominium Act and shall have specific meanings herein as follows:

(i) "Association" means The Crossings at Hickory Sound Condominium Association. The Association and the Executive Board shall be formed not later than the time of the conveyance of the first Unit to a Unit Owner other than the Declarant.

(ii) "Bylaws" means the document having that name and provided for by Section 448.3-106 of the Condominium Act, as such document may be amended from time to time. The Bylaws shall be kept at all times by the acting Secretary/Treasurer of the Association.

(iii) "Condominium" means the Designated Property, plus any real estate which may be added thereto pursuant to Development Rights.

(iv) "Common Elements" means all portions of the Condominium other than the Units and shall include the Limited Common Elements.

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(v) "Common Expenses" means the actual and estimated costs of:

(A) Maintenance, management, operation, repair and replacement of the Units and Common Elements (exclusive of those structures referred to in Section 3.1 as Limited Common Elements) as to which, pursuant to other provisions hereof, it is the responsibility of the Executive Board to maintain, repair and replace;

(B) Management and administration of the Condominium, including, but without limiting the same, to compensation paid by the Condominium to the Managing Agent, accountants, attorneys and other employees; and

(C) Any other items held by or in accordance with other provisions of this Declaration.

(vi) "Declarant" means McBride & Son Investment Co., Inc. and its successors and assigns.

(vii) "Declarant Control Period" means the time period commencing on the date of recordation of this Declaration and ending on the earlier of:

(A) Two (2) years after the date the Declarant has ceased to offer Units for sale in the ordinary course of business; or

(B) Sixty (60) days after the conveyance of seventy-five percent (75%) of the Units, which may be created pursuant to Development Rights, to Unit Owners other than the Declarant; or

(C) Two (2) years after any Development Rights to add new Units to the Condominium was last exercised; or

(D) Five (5) years after the recordation of this Declaration.

(viii) "Declaration" means this document by which the Designated Property is submitted to the provisions of the Condominium Act and the Plats and Plans, as the same may be amended from time to time.

(ix) "Executive Board" or "Board" means the Executive Board of the Association.

(x) "Limited Common Elements" means those portions of the Common Elements designated herein or on the Plats and Plans as being Limited Common Elements.

(xi) "Plats and Plans" means the plat or plats of the survey of the Condominium, which may consist of a three-dimensional horizontal and vertical delineation of all Units. The initial plat is recorded in Plat Book 316 Page 13 in the St. Louis County Records and is by this reference made a part hereof.

(xii) "Property" means all the land, property and space comprising the Condominium, all improvements, structures erected, constructed or contained thereon, including the Building(s), and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners. The Property includes Units and Common Elements.

(xiii) "Unit" means a Unit as described in this document and in the Plats and Plans.

(xiv) "Unit Owner" means the person(s) who is the fee simple owner of a Unit which shall include the Declarant unless provided otherwise.

(xv) "Development Rights" means those rights referenced in Section 448.1-103(11) of the Condominium Act and such additional rights reserved for the benefit of the Declarant as set forth in the "Condominium Documents".

(c) The following terms when used herein shall have the meanings set forth below:

(i) "Building(s)" means the physical structure(s) containing the Units.

(ii) "Condominium Documents" consist of this Declaration including the Plats and Plans, the Bylaws, the Articles of Incorporation and the Rules and Regulations.

(iii) "Eligible Mortgage" means any of the following: (i) any first mortgage; (ii) any junior mortgage which is to the Declarant, or to the Seller of a Unit, or is approved by the Executive Board as an Eligible Mortgage. A holder, insurer or governmental guarantor of an Eligible Mortgage is referred to herein as an "Eligible Mortgagee."

(iv) "Percentage Interest" means the undivided ownership interest in the Common Elements appurtenant to each Unit as set forth in Exhibit "B" attached hereto, as the same may be amended from time to time as a result of increasing the number of Units in the Condominium. Declarant reserves the right to create a maximum fifty-six (56) Units in the Condominium.

(v) "Rules and Regulations" means such rules and regulations as are promulgated by the Executive Board from time to

time with respect to various details of the use of all or any portion of the Property which either supplement or elaborate upon the provisions in the Declaration or the Bylaws.

(vi) "Transition Election" means the election at which a director shall be elected to the Executive Board by Unit Owners other than the Declarant ("Transition Director"). Such election shall take place within sixty (60) days after conveyance of twenty-five percent (25%) of the Units which may be created pursuant to Development Rights to Unit Owners other than the Declarant and upon election of said Unit Director, a director appointed by the Declarant shall resign.

(vii) "Transition Meeting" means the meeting of the Association at which the Transition Election is held.

Section 1.3 Provisions of the Condominium Act. The provisions of the Condominium Act and those amendments thereto which by their terms would be applicable to this Condominium shall apply to and govern the operation of the Condominium, except to the extent that contrary provisions, not prohibited by the Condominium Act, are contained in this Declaration (including the Plats and Plans) or the Bylaws.

Section 1.4 Incorporation of the Association. The Association shall be a not-for-profit corporation formed in accordance with the provisions of the Missouri General Not For Profit Corporation Law, Mo. Rev. Stat. Section 355.010 et seq. (1986) as amended (hereinafter referred to as the "NFP Statutes.") The Articles of Incorporation establishing the Association shall be referred to herein as the "Articles of Incorporation."

ARTICLE II
ALLOCATION OF PERCENTAGE INTERESTS, VOTES AND COMMON EXPENSE LIABILITIES; UNIT IDENTIFICATION AND BOUNDARIES; MAINTENANCE RESPONSIBILITIES

Section 2.1 Percentage Interests. Attached to this document as Exhibit "B" is a list of all Units by their Identifying Numbers and the initial Percentage Interest appurtenant to each Unit, as determined by dividing one (1) by the total number of units subject to this Declaration. The Percentage Interests as so computed have been rounded out to four (4) significant figures so that the sum of the Percentage Interests of all Units shall equal one hundred percent (100%). The Common Expense Liability of each Unit shall be assessed in accordance with each Unit's Percentage Interest.

Section 2.2 Unit Boundaries.

(a) The title lines or boundaries of each Unit are situated as shown on the Plats and Plans. Every deed, lease, mortgage or other instrument may legally describe a Unit by its

identifying number or symbol as shown on the Plats and Plans and in this Declaration.

(b) The Unit shall include the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the title lines or boundaries of the Unit.

(c) Subject to the provisions of paragraph (b) above, if any chute, flue, duct, wire, conduit, 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.

(d) Subject to the provisions of paragraph (c) above, all spaces, interior partitions and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(e) Declarant reserves the right to relocate the boundaries between adjoining Units owned by Declarant and to reallocate between such Units their Percentage Interests, votes in the Association and Common Expense Liabilities subject to compliance with Section 448.2-112 of the Condominium Act.

Section 2.3 Maintenance Responsibilities.

(a) Notwithstanding the ownership of the various portions of the Common Elements and the Units by virtue of the provisions of Section 2.2 above, the Units and Common Elements shall be maintained and repaired by each Unit Owner and by the Association in accordance with the provisions of Section 448.3-107 of the Condominium Act, except as expressly set forth to the contrary in this Section 2.3(a). All Common Expenses associated with the maintenance, repair and replacement of a Limited Common Element shall be assessed prorata against the Unit(s) to which such Limited Common Element was assigned at the time the expense was incurred. Maintenance, repairs and replacements of Limited Common Elements located in the lower-level of a Building (including, without limitation, garage doors and garage door openers) shall be the responsibility of the Unit Owners to which said Limited Common Elements are assigned.

(b) Maintenance By the Unit Owner.

(i) Each Unit Owner shall keep his Unit and its equipment, appliances and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from his failure or negligence to make any of the repairs required by this Section. Each Unit Owner shall perform his responsibility in such manner as shall not unreasonably disturb or interfere with the

other Unit Owners. Each Unit Owner shall promptly report to the Executive Board or the Managing Agent any defect or need for repairs for which the Association is responsible.

(ii) Each Unit Owner with a lower-level garage parking space appurtenant to said Unit shall perform the normal maintenance for such Limited Common Element space, including keeping it in a clean and sanitary condition, and shall make all repairs thereto.

(iii) Each Unit Owner with a lower-level garage storage room is responsible for the maintenance and care of such portion and shall use such portion in a safe and sanitary manner.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment provided such materials and equipment, where appropriate, are aesthetically harmonious with existing structures and improvements. The method of approving all repairs and replacements shall be determined by the Executive Board.

(d) Failure by any Unit Owner to meet the above obligations may result in the Executive Board pursing all rights and remedies provided for in this Declaration including but not limited to Article VIII hereof.

Section 2.4 Additions, Alterations or Improvements by the Executive Board. Except during the Declarant Control Period, whenever in the judgment of the Executive Board the Common Elements shall require additions, alterations or improvements costing in excess of Twenty-Five Thousand Dollars ($25,000.00) during any period of twelve consecutive months, the making of such additions, alterations or improvements shall be approved by a majority vote of the Unit Owners, and the Executive Board shall proceed with such additions, alterations or improvements and shall assess all Unit Owners benefited for the cost thereof as a Common Expense (or Limited Common Expense). Any additions, alterations or improvements costing Twenty-Five Thousand Dollars ($25,000.00) or less during any period of twelve consecutive months may be made by the Executive Board without approval of the Unit Owners and the cost thereof shall constitute a Common Expense or Limited Common Expense, depending on the nature of the additions, alterations or improvements. The Twenty-Five Thousand Dollars ($25,000.00) limitation shall be increased annually by the percentage equal to the percentage increase in the annual budget of the Condominium. Notwithstanding the foregoing, if, in the opinion of not less than two-thirds percent (2/3%) of the members of the Executive Board, such additions, alterations or improvements are exclusively or substantially exclusively for the benefit of the Unit Owners requesting the same, such requesting Unit Owners shall be assessed

therefor in such proportion as they jointly approve or, if they are unable to agree thereon, in such proportion as may be determined by the Executive Board.

Section 2.5 Additions, Alterations or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to his Unit without the prior written consent of the Executive Board. No Unit Owner shall paint or alter the exterior of his Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any Building, without the prior written consent of the Executive Board. The Executive Board shall be obligated to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within forty-five (45) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Executive Board to the proposed structural addition, alteration or improvement. If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit requires execution by the Association, and provided consent has been given by the Executive Board, then the application shall be executed on behalf of the Association by an authorized Officer only, without however incurring any liability on the part of the Executive Board, the Association or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom. Subject to the approval of any Eligible Mortgagee of such affected Units, the Executive Board and any Unit Owner affected, any Unit may be subdivided or may be altered so as to relocate the boundaries between such Unit and any adjoining Units. The Secretary/Treasurer shall record any necessary amendment to the Declaration to effect such action as provided in the Condominium Act. The provisions of this Section shall not apply to Units owned by the Declarant until deeds of conveyance of such Units shall have been recorded; provided, however, that the Declarant's construction or alterations shall be architecturally compatible with existing Units. The Declarant shall have the right to make such alterations or subdivisions without the consent of the Executive Board, and an authorized Officer shall execute any such application required.

Section 2.6 Allocation of Unit Owner's Voting Rights. Each Unit Owner shall be entitled to one vote in the Association for each Unit owned.

ARTICLE III
DESCRIPTION, ALLOCATION AND RESTRICTION OF LIMITED COMMON ELEMENTS

Section 3.1 Limited Common Elements. The following portions of the Building(s) are hereby designated as Limited Common Elements:

(a) window and door sills, frames and hardware which are not part of the Unit but which are adjacent to and serve only such Unit.

(b) storage rooms and garage parking areas located in the lower-level of Buildings and assigned to individual Units.

(c) those Limited Common Elements described as such in Sections 2.2(c) above.

(d) those interior hallways, passageways and stairwells located upon any or all levels within each Building, all of which shall be allocated equally among the individual Units within the particular Building.

Section 3.2 Alteration of Limited Common Elements. No alteration, decoration or other surface finish or covering of any portion of any Limited Common Element including, without limitation, the parking spaces, may be performed without the prior written consent of the Executive Board.

ARTICLE IV
COVENANTS AGAINST PARTITION

Section 4.1 No Partition of Common Elements. As long as the Property is subject to the provisions of the Condominium Act, the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a Unit as between co-owners thereof, if such right or partition shall otherwise be available, but such partition shall not be in kind.

Section 4.2 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to his Unit ownership without including therein both his interest in the Unit and his corresponding Percentage Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE V
EASEMENTS

Section 5.1 Additional Easements. In addition to and in supplementation of the easements provided for by Section 448.2-116 and other provisions of the Condominium Act, the Condominium shall be subject to the following easements and restrictions:

(a) Declarant's Use for Sales Purposes. Declarant shall have an easement to maintain sales offices, management offices and models throughout the Property and to maintain one or more advertising signs on the Common Elements while the Declarant is selling Units in the Condominium. Declarant reserves the right to place models, management offices and sales offices in any Units owned by Declarant and on any portion of the Common Elements in such number, of such sizes and in such locations as Declarant deems appropriate. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Property.

(b) Utility and Other Easements. The Units and Common Elements shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 5.1(b) shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section 5.1(b), unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

(c) Declarant's Easements.

(i) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property.

(ii) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium

Document and all commitments in favor of any Unit Owner and the Association) on, over and under those portions of the Common Elements not located within a Building for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 5.1.(c)(ii) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

(iii) During the Declarant Control Period and for a period of one (1) year thereafter the Declarant shall have an easement through the Units for any access necessary to complete any renovations or modifications to be performed by Declarant.

(d) Easement for Ingress and Egress Through Common Elements, Access to Units and Support.

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all Common Elements, subject to such reasonable Rules and Regulations as may be imposed by the Association. Each Unit is hereby burdened with and subjected to an easement for ingress and egress through all Common Elements by persons lawfully using or entitled to the same.

(ii) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building, the Common Elements and the Limited Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building, the Common Elements and the Limited Common Elements.

(e) Common Elements Easement in Favor of the Association. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to an easement in favor of the Association and the agents, employees and independent contractors thereof for the purpose of the inspection, upkeep, maintenance, repair and replacement of the Common Elements (including, but not limited to, the Limited Common Elements).

(f) Common Elements Easement in Favor of Unit Owners. The Common Elements (including, but not limited to, the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Units benefitted:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, ducts, heating and air conditioning systems, electrical, telephone and other communication wiring and cables and all other utility lines and conduits which are a part of or serve any Unit and which pass across or through a portion of the Common Elements.

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, and panel boards and other electrical installations which are a part of or serve any Unit, but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of a Building or impair or structurally weaken a Building.

(iii) For driving and removing nails, screws, bolts and other attachment devices into the Unit side surface of the stone, block, brick or other masonry walls bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of a Building or impair or structurally weaken a Building.

(iv) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grills and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements or Limited Common Elements on the date this Declaration is recorded or was thereafter installed by Declarant during the Declarant Control Period or within one (1) year after the termination thereof.

(g) Units and Limited Common Elements Easement in Favor of Association. The Units and the Limited Common Elements are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) for inspection of the Units and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(ii) for inspection, maintenance, repair and replacement of the Common Elements or the Limited Common Elements situated in or accessible from such Units or Limited Common Elements, or both;

(iii) for correction of emergency conditions in one or more Units or Limited Common Elements, or both, or casualties to the Common Elements, the Limited Common Elements and/or the Units.

(iv) for repair and maintenance of the Units when the conditions of Section 8.1(d) are met.

ARTICLE VI
AMENDMENT OF DECLARATION

Section 6.1 Amendment Generally.

(a) This Declaration may be amended only in accordance with the procedures specified in Section 448.2-117 of the Condominium Act, the other Sections of the Condominium Act referred to in Section 448.2-117 thereof and the express provisions of this Declaration.

(b) No amendment shall be made to this Declaration during the Declarant Control Period without the written consent of the Declarant. No amendment to this Declaration shall diminish or impair the rights of Declarant under this Declaration without the prior written consent of the Declarant. No amendment may modify this Article or the rights of any person hereunder. Except as specifically provided in this Declaration or the Condominium Act, no provision of this Declaration shall be construed to grant to any Unit Owner, or to any other Person, any priority over any rights of Mortgagees.

ARTICLE VII
USE RESTRICTIONS; RULES AND REGULATIONS

Section 7.1 Use Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the following restrictions:

(a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner. Notwithstanding the foregoing, Units may also be used for accessory uses which are customarily incidental to the foregoing use, including a professional office or rooms for home occupations; provided that any such accessory use conforms with the applicable zoning requirements of St. Louis County, Missouri, as the same may be amended from time to time. No Unit Owner shall permit his Unit to be used or occupied for any prohibited purpose.

(b) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building in which the Unit is located or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical

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character of the said Building; or lessen the support of any portion of the said Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(c) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board. No waterbeds shall be permitted in any Unit. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste will be committed on the Common Elements.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner or the Executive Board, whichever shall have the obligation to maintain or repair such portion of the Property, and, if the latter, then the cost of such compliance shall be a Common Expense.

(e) No Unit Owner shall obstruct any of the Common Elements nor shall any Unit Owner place or cause or permit anything to be placed on or in any of the Common Elements without the approval of the Executive Board. Nothing shall be altered or constructed in or removed from the Common Elements except with the prior written consent of the Executive Board.

(f) The Common Elements shall be used only for the furnishing of the services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The stairwells and building entrances shall be used for no purpose other than for normal transit.

(g) No trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

(h) The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed two per Unit without the approval of the Executive Board, is permitted, subject to the Rules and Regulations adopted by the Executive Board; provided, however, that such pets are not kept or maintained for

commercial purposes or for breeding; and provided, further that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Executive Board; such pets shall not be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed. Any Unit Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Association, each Unit Owner and the Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered with the Executive Board and shall otherwise be registered and inoculated as required by law. The Executive Board may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Association resulting from the presence of such pets.

(i) Except for such signs as may be posted by the Declarant for promotional or marketing purposes, no signs of any character shall be erected, posted or displayed upon, in, from or about any Unit or Common Element without the prior written approval of the Executive Board. The foregoing provisions of this paragraph shall not apply to a mortgagee in possession of a Unit as a result of foreclosure, judicial sale or a proceeding in lieu of foreclosure.

(j) No Unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Unit Owners, cooperators, licensees, or timesharing participants.

(k) For restrictions on leasing of Units, refer to Article XI hereinbelow.

Section 7.2 Rules and Regulations. Reasonable Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Executive Board, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Executive Board promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VIII
COMPLIANCE AND DEFAULT

Section 8.1 Relief. Each Unit Owner shall be governed by, and shall comply with, all of the terms of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the Condominium Act, as any of the same may be amended from time to

time. In addition to the remedies provided in the Condominium Act and the Declaration, a default by a Unit Owner shall entitle the Association, acting through its Executive Board or through the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement as required by the Condominium Act, and as rendered necessary by the neglect or carelessness or the act, neglect or carelessness of the Unit Owner, his tenants, guests, invitees or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Executive Board. Such liability shall include any increase in casualty insurance premiums occasioned by improper use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceedings and such reasonable attorney's fees as may be determined by the court.

(c) No Waiver of Rights. The failure of the Association, the Executive Board or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by this Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations or the Condominium Act shall not constitute a waiver of the right of the Association, the Executive Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Association, the Executive Board or any Unit Owner pursuant to any term, provision, covenant or condition of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by this Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations or the Condominium Act or at law or in equity.

(d) Maintenance of Units By Board. The Executive Board may provide for maintenance and repair of any Unit, if it deems such maintenance or repair to be necessary, in the sole discretion of the Executive Board, to protect the Common Elements, other Units, any other portion of a Building, or to keep the Condominium a first class residential community, and after the Unit Owner of said Unit has failed or refused to perform such maintenance or repair within fourteen (14) days after written notice of the necessity of said maintenance or repair has been delivered by the Executive Board. The Executive Board shall levy a special assessment against such

Unit Owner for the cost of such maintenance or repair, and the special assessment shall be enforceable in the same manner as herein provided for the assessment for Limited Common Expenses.

(e) Abating and Enjoining Violations by Unit Owners or the Association. The violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration or the Condominium Act by any Unit Owner or the Association ("Defendant"), shall give the Executive Board and any aggrieved Unit Owner the right, in addition to any other rights to which it may be entitled, to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach. The Defendant shall be obligated to pay any and all costs, including, without limitation, attorney fees, incurred by the Executive Board pursuant to this Section 8.1.

(f) Arbitration. In addition to the remedies set forth in subparagraph 8.1(e) hereinabove, upon the alleged violation of any Rules and Regulations adopted by the Executive Board, the breach of any provision contained in the Bylaws or the breach of any provision of this Declaration of the Condominium Act, any party to such claim, whether it be the Declarant, the Executive Board or any aggrieved Unit Owner, may in its sole and absolute discretion, upon ten (10) days' notice to the opposing party to such claim, conclusively submit the determination and resolution of such claim to binding arbitration pursuant to the provisions of the Missouri Uniform Arbitration Act, Mo. Rev. Stat. Ch. 435 (1986), as amended. The arbitration shall be conducted in accordance with the then current Arbitration Rules of the American Arbitration Association. The arbitrator shall have experience in the residential construction industry. The arbitration shall take place in St. Louis County, Missouri at such place and dates as directed by the arbitrator. The decision of the arbitrator shall be binding on both parties, and shall be enforceable in a court of competent jurisdiction. Subject to a contrary determination by the arbitrator, the prevailing party shall be entitled to reimbursement of all arbitration and attorneys' fees and costs incurred in connection with resolution and determination of such claim.

(g) Accrual of Limitation Period for Warranties. For both Common Elements and Limited Common Elements, accrual of the limitation period as set forth in Section 448.4-116.2(2) of the Condominium Act shall commence as to each Common Element or Limited Common Element, at the time the Common Element or Limited Common Element is completed or, if later, (i) as to a Common Element or Limited Common Element which may be added to the Condominium, or any portion thereof, at the time the first Unit therein is conveyed to a bona fide purchaser, or (ii) as to a Common Element or Limited Common Element within any other portion of the Condominium, at the time the first Unit in the Condominium is conveyed to a bona fide purchaser.

ARTICLE IX
INSURANCE

Section 9.1 Power of Attorney. The Association is hereby irrevocably appointed as attorney-in-fact for each Unit Owner and for each holder of a mortgage or other lien upon a Unit and for each

owner of any other interest in the Property for the purpose of purchasing and maintaining insurance as set forth in Section 9.3 below including: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purpose.

Section 9.2 Insurance Trustee. The Executive Board shall have the option, in its sole discretion, of naming as an insured, on behalf of the Association, an Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement. The duty of the Insurance Trustee shall be to negotiate losses, and to receive, hold or otherwise properly dispose of, in accordance with the Condominium Act, proceeds of insurance designated in the Insurance Trust Agreement in trust for Unit Owners and their Eligible Mortgagees as their interests may appear.

Section 9.3 Types and Amounts. Commencing not later than the time of the conveyance of the first Unit to a Person other than the Declarant, the Association shall, to the extent reasonably available, obtain and maintain the types and amounts of insurance set forth below. Except as otherwise provided, the premiums for all such insurance policies shall be a Common Expense.

(a) Hazard Insurance.

(i) Hazard insurance, with an endorsement for extended coverage, or such other fire and casualty insurance as the Executive Board may determine provides equal or greater protection for the Unit Owners and their mortgagees, if any, in each case complying with the applicable requirements of Section 9.4 hereof. Such hazard insurance shall, if and to the extent reasonably available provide coverage of the Common Elements (including the Limited Common Elements), including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the Units. If such hazard insurance no longer becomes available in the future, the Association shall obtain such comparable insurance as is then available. The amount of any such hazard insurance obtained pursuant to this Section shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundation, excavation and other items normally excluded from coverages, but including all Building service equipment), with an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Eligible Mortgages in effect from time to time.

(ii) Such hazard insurance shall afford protection against at least the following:

(A) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(B) all other perils which are customarily covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "all risk" endorsement, where such is available;

(iii) Such hazard insurance policy may, at the option of the Association, contain a "deductible" provision in an amount to be determined by the Executive Board but not to exceed Ten Thousand Dollars ($10,000.00).

(b) Comprehensive Liability Insurance.

(i) Comprehensive Liability Insurance policies, complying with the requirements of Section 9.4 hereof, insuring the Unit Owners, in their capacity as Unit Owners and Association directors and any Managing Agent retained by the Association, against any liability to the public or to other Unit Owners, their tenants or invitees, relating in any way to the ownership, operation, maintenance and/or use of the Common Elements and any part thereof, the public ways of the Condominium, any other areas under the Association's supervision.

(ii) Such insurance policy shall contain a "severability of interest endorsement" or equivalent coverage which precludes the insurer from denying the claim of a Unit Owner because of the negligent acts of the Association or another Unit Owner.

(iii) Limits of liability shall be at least One Million Dollars ($1,000,000.00) covering all claims for bodily injury and/or property damage arising out of a single occurrence.

(iv) Coverage under this policy shall include legal liability arising out of lawsuits related to employment contracts of the Association.

(c) Fidelity Bonds.

(i) Fidelity bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Association members, officers, directors, trustees, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association. In the event the Association has delegated some or all of the responsibility for the handling of funds to a Managing Agent, such bonds or insurance coverage shall include officers, employees and agents of such Managing Agent.

(ii) Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount

sufficient to cover the maximum funds that will be in the custody of the Association or its Managing Agent at any time while the bond is in force which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses, including reserves.

(iii) In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers.

(iv) Such fidelity bond or insurance shall also

(A) name the Association as an obligee;

(B) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions;

(C) provide that same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and all Eligible Mortgagees.

(d) Other Insurance. The Association may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

Section 9.4 Required Provisions. Insurance obtained by the Association shall be in accordance with the following provisions:

(a) All polices shall be written with generally acceptable insurance carriers licensed to do business in the State of Missouri. Furthermore, such insurance carriers shall comply with the regulations and qualifications as set forth in the FNMA Conventional Home Mortgage Selling Contract Supplement, and the FHLMC Sellers Guide.

(b) Exclusive authority to adjust losses under policies hereafter in force on the Property shall be vested in the Executive Board or its authorized representative.

(c) With respect to the insurance policies issued to the Association and covering all or any part of the Property, the Association shall endeavor to cause such policies to provide that:

(i) the enforceability of such policies is not affected by any waiver of subrogation as to any and all claims against the Association, any Managing Agent, the Unit Owners and their respective tenants, employees, agents, customers and guests, such subrogation being hereby waived;

(ii) such policies cannot be cancelled, invalidated or suspended by means of the conduct of any one or more Unit Owners, all defenses based upon co-insurance or acts of the insured being waived by the insurer, and in no event may cancellation, material modification, invalidation or suspension for any reason be effected without at least thirty (30) days' prior written notice to the Association, any Insurance Trustee, each Unit Owner and all holders of Eligible Mortgages whose names and addresses are on file with the insurer. Furthermore, with respect to any Fidelity Bonds as set forth in Section 9.3(c) hereinabove, no such bonds may be cancelled or modified without at least thirty (30) days prior written notice to the "FNMA Servicer", on behalf of FNMA;

(iii) such policies cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Association or of any Managing Agent without a prior demand in writing that the Association or any Managing Agent, as the case may be, cure the defect within a reasonable period of time;

(iv) any "no other insurance" clause in such policies shall not prohibit Unit Owners from obtaining insurance on their individual Unit provided such insurance policy conforms with the requirements of this Article IX.

(v) the name of the insured under each policy required pursuant to this Article IX shall be stated in form and substance substantially as follows: "The Highlands at Hickory Sound Condominium Association for the use and benefit of the individual Owners of the Units contained in The Highlands at Hickory Sound Condominium". The policies may alternatively be issued in the name of an authorized representative of the Association, including any Insurance Trustee with whom the Association has entered into an Insurance Trust Agreement, or any successor to such Trustee, for the use and benefit of the individual owners, as provided for in Section 9.2 above.

(vi) loss payable under each policy required pursuant to this Article IX shall be in favor of the Association or Insurance Trustee (if an Insurance Trustee has been appointed by the Executive Board pursuant to Section 9.2), as a trustee for each Unit Owner and each such Owner's Eligible Mortgagees as their interests may appear, with each Unit Owner, and such Owner's Eligible Mortgagee designated as beneficiaries under such policies. Policies shall contain the standard mortgage clause, or equivalent endorsement (without contribution) or shall otherwise be endorsed to fully protect all Eligible Mortgagees' interests.

(vii) coverage may not be prejudiced by: (1) any act or negligence of one or more Owners of Units when such act or neglect is not within the control of the Association; or (2) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

(viii) all policies of property insurance shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such options shall not be exercisable (A) without the prior written approval of the Executive Board (or any Insurance Trustee), or (B) when in conflict with the provisions of any Insurance Trust Agreement to which the Association may be a party or with any requirement of law.

(ix) insurance coverage obtained and maintained by the Association pursuant to the requirements of this Article IX may not be brought into contribution with insurance purchased by Unit Owners or their mortgagees, as such insurance coverage maintained by the Association shall be primary vis-a-vis any insurance maintained by any Unit Owner covering the same event.

(x) any Insurance Trust Agreement will be recognized.

(xi) certificates of insurance shall be issued to each Unit Owner and Eligible Mortgagee upon request.

Section 9.5 Unit Owner's Insurance.

(a) Each Unit Owner may obtain additional insurance at his own expense; provided, however, that: (i) such policies shall not be invalidated by the waivers of subrogation contained in the Condominium Documents; and (ii) no Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Association may realize under any insurance policy which the Association may have in force on the Property at any particular time.

(b) Any Unit Owner who obtains individual insurance policies covering any portion of the Property, other than: (i) personal property belonging to such Owner; or (ii) the individual Unit of such Owner, shall be required to file a copy of such individual policy or policies with the Association within thirty (30) days after purchase of such insurance.

(c) The Executive Board shall have the power to require all Unit Owners to carry such types of insurance on their Units as the Executive Board may reasonably require, including, without limitation, insurance on all portions of the Unit.

ARTICLE X
MORTGAGES

Section 10.1 Requirements.

(a) Any mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Condominium Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or any part thereof, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 448.3-113(8) of the Condominium Act or of insurance proceeds in excess of the cost of repair or restoration being received by the Unit Owner, whose Unit is encumbered by such mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(i) Nothing contained in Section 10.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the mortgagee of a Unit pursuant to its mortgage in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(b) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Executive Board of the name and address of the proposed mortgagee or lien holder.

Section 10.2 Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Executive Board. Upon receipt of such copy of an Eligible Mortgage, the Secretary/Treasurer of the Executive Board shall instruct the insurer of the Property to add the name of the Eligible Mortgagee to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee with a Certificate of Insurance showing that the Eligible Mortgagee's name has been so added.

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(b) The Secretary/Treasurer shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees, the amount secured by each Eligible Mortgage, and whether it is a first Mortgage.

Section 10.3 Right of Eligible Mortgagees.

(a) Upon the specific written request of a holder of an Eligible Mortgage on a Unit or its servicer to the Executive Board, the mortgagee shall be entitled to receive some or all of the following as designated in the request:

(i) Any audited or unaudited financial statements of the Executive Board which are prepared for the Executive Board and distributed to the Unit Owners. The holder of any mortgage on a Unit shall be entitled to have an audited statement prepared at its own expense if one is not otherwise available;

(ii) Written notice of any proposed amendment of the Condominium Documents effecting a change in (A) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (B) the interests in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, (C) the number of votes in the Association appertaining to any Unit or (D) the purposes to which any Unit or the Common Elements are restricted;

(iii) Written notice of any proposed termination of the condominium regime;

(iv) Written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Mortgagee;

(v) Written notice of any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such Eligible Mortgagee, where such delinquency has continued for a period of sixty (60) days;

(vi) Written notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to Section 9 of this Declaration.

(b) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Executive Board.

(c) Any Eligible Mortgagee shall have the right, exercisable upon written request to the Executive Board, to examine the books and records of the Association at any reasonable time.

Section 10.4 Approval of Mortgagees. Subject to the limitations imposed by Section 448.2-119 of the Condominium Act:

(a) The prior written approval of Unit Owners to which at least sixty-seven percent (67%) of the votes of Units are allocated, and holders of first mortgages of Units representing at least sixty-seven percent (67%) of the votes of Units subject to first mortgages, shall be required for any of the following:

(i) the termination or abandonment of the condominium status of the Property except for termination or abandonment as a result of condemnation or substantial loss to the Units and/or Common Elements;

(ii) a change in the schedule of Percentage Interests set forth in Exhibit "B" allocated to each Unit other than a change caused by the expansion of the Condominium, or a change otherwise allowed for pursuant to this Declaration;

(iii) the partition or subdivision of any Unit, or the Common Elements;

(iv) the abandoning, encumbering, selling or transferring of the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended uses of the Common Elements shall not be deemed a transfer within the meaning of this subsection);

(v) the use of hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium Property;

(b) The prior written approval of Unit Owners to which at least sixty-seven percent (67%) of the votes of Units are allocated, and holders of first mortgages of Units representing at least fifty-one percent (51%) of the votes of Units subject to first mortgages, shall be required to make an amendment of a material nature to the Condominium Documents. A change of the provisions of any Condominium Document directly relating to any of the following shall for this purpose be considered material:

(i) Voting rights;

(ii) Assessments, assessment liens or subordination of assessment liens;

(iii) Reserves for maintenance, repair and replacement of the Common Elements;

(iv) Responsibility for maintenance and repairs;

(v) Reallocation of interests in the General or Limited Common Elements or rights to their use;

(vi) Boundaries of any Unit;

(vii) Convertibility of Units into Common Elements or of Common Elements into Units;

(viii) Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium, other than pursuant to Special Declarant Rights;

(ix) Insurance or Fidelity Bonds;

(x) Leasing of Units;

(xi) Imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;

(xii) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;

(xiii) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Condominium Documents;

(xiv) Condominium Actions to terminate the legal status of the project after substantial destruction or condemnation occurs;

(xv) Provisions that expressly benefit holders, insurers or guarantors of Eligible Mortgages.

(xvi) Reallocation of interests in the Common Elements after a hazard damage or partial condemnation.

(c) Notwithstanding anything to the contrary in this Section 10.4, written approval of holders of first mortgages on Units shall not be required for an amendment to this Declaration made pursuant to Section 2.2(e).

ARTICLE XI
LEASING

Section 11.1 Leasing Restrictions.

(a) A Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

(i) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than ninety (90) days;

(ii) No Unit may be leased or subleased without a written lease or sublease in a form which has been reviewed and approved in writing by the Executive Board;

(iii) A copy of such lease or sublease shall be furnished to the Executive Board within ten (10) days after execution thereof; and

(iv) The rights of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the owner of that Unit.

(v) Every lease shall appoint the Executive Board to act as the agent and attorney-in-fact for the Unit Owner for purposes of enforcing the provisions of the lease, other than the provision for the payment of any rental obligations. If any default under the lease is not cured within thirty (30) days or such shorter time as the lease may provide, the Executive Board shall have the right, as attorney-in-fact, to terminate the lease and take any and all available legal action to cause the eviction of the tenant or other person then occupying the leased Unit. The Unit Owner of the leased Unit shall be responsible for all costs, including, without limitation, attorney fees, incurred by the Executive Board in enforcing the provisions of this Article XI. Any purported lease of a Unit not in compliance with this Article XI shall be null and void and of no force and effect, and the Executive Board is authorized to pursue all legal action to terminate a person's possession of a Unit, other than as a Unit Owner, tenant, guest or invitee of a Unit Owner or tenant.

(b) Notwithstanding the foregoing, the provisions of Section 11.1(a) shall not apply to a holder of a first mortgage who is in possession of a Unit following a default in such mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure.

ARTICLE XII
BUDGETS, COMMON EXPENSES, ASSESSMENTS AND ENFORCEMENT

Section 12.1 Determination of Common Expenses and Assessments Against Unit Owners.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be January 1 through December 31 unless otherwise determined by the Executive Board:

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(i) At least one hundred and five days before the beginning of each fiscal year, the Executive Board shall adopt a budget for the Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which it is the responsibility of the Association to maintain, repair and replace, and the cost of wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Condominium Documents or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall reflect the separate assessment of Limited Common Expenses.

(ii) Such budget shall also include such reasonable amounts as the Board considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

by Nov 1

(b) Ratification by Unit Owners. Within thirty (30) days after adoption of any proposed budget and at least sixty (60) days before the beginning of each fiscal year, the Executive Board shall provide a summary of the budget to all Unit Owners, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget, which date shall be not less than fourteen (14) nor more than thirty (30) days after mailing the summary. Unless at that meeting eighty percent (80%) of all Unit Owners present at the meeting in person or by proxy reject the budget, the budget is ratified, whether or not a quorum is present. If the budget is not ratified, the budget last ratified by the Unit Owners shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board.

(c) The total amount of the estimated funds required from assessments for the operation of the Property set forth in the budget and ratified by the Unit Owners shall be assessed against each Unit Owner in proportion to such Unit Owner's respective Percentage Interest, except for Limited Common Expenses which shall be assessed against each Unit Owner benefited in proportion to the relative Percentage Interest of such units inter se, and shall be a lien against each Unit Owner's Unit as provided in this Declaration. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board or the Managing Agent (as determined by the Board), one-twelfth of such assessment. Within ninety days after the end of each fiscal year,

the Board shall supply to all Unit Owners, and to each eligible Mortgagee requesting the same, an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget adopted by the Board for such fiscal year, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, at the discretion of the Board, be placed in reserve accounts, be placed in a special account to be expended solely for the general welfare of the Unit Owners, or be credited according to each Unit Owner's Percentage Interest to the next monthly installments due from Unit Owners under the current fiscal year's budget, until exhausted. Any net shortage shall be assessed promptly against the Unit Owners in accordance with their Percentage Interests and shall be payable either: (1) in full with payment of the next monthly assessment due; or (2) in not more than six equal monthly installments, as the Board may determine.

(d) Reserves. The Board shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board may at any time levy a further assessment, which shall be assessed against the Unit Owners according to their respective Percentage Interests, and which may be payable in a lump sum or in installments as the Board may determine. The Board shall serve notice of any such further assessment on Unit Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall, unless otherwise specified in the notice, become effective with the next monthly payment which is due more than ten (10) days after the delivery of such notice of further assessment. All Unit Owners so notified shall be obligated to pay the adjusted monthly amount or, if such further assessment is not payable in installments, the amount of such assessment.

(e) Initial Capital Payment.

(i) Upon taking office, the first Executive Board elected or designated pursuant to this Declaration shall determine the budget, as defined in this section, for the period commencing thirty (30) days after such election and ending on the last day of the fiscal year in which such election occurs.

(ii) The Declarant, as the agent of the Executive Board, will collect from each initial purchaser at the time of closing an "initial capital payment" equivalent to twice the estimated monthly assessment for Common Expenses for such purchaser's Unit. The Declarant will deliver the funds so collected to the Executive Board to provide the necessary working capital for

the Association. Such funds may be used for certain prepaid items, initial equipment, supplies, organizational costs and other start-up costs, and for such other purposes as the Executive Board may determine.

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Executive Board to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notice of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget shall have been ratified as provided for in Section 12.1(b) of this Declaration.

(g) Accounts. All sums collected by the Executive Board with respect to assessments against the Unit Owners or from any other source may be commingled into a single fund or held for each Unit Owner in accordance with his Percentage Interest.

Section 12.2 Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses, including Limited Common Expenses, assessed by the Executive Board pursuant to the provisions of Section 12.1 hereof. No Unit Owner may be exempted from liability for the assessment of Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his Unit subsequent to the date of recordation of a conveyance by him in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged. The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefor; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) business days following a written request therefor to the Executive Board or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount therein set forth; and provided, further, that each mortgagee who comes into possession of a Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such mortgagee comes into possession thereof, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such

assessments or charges to all Units including the mortgaged Unit.

Section 12.3 Collection of Assessments. The Executive Board, or the Managing Agent at the request of the Board, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within ten days after due shall accrue a late charge in the amount of Ten Dollars ($10.00), or such other amount as may be established from time to time by the Executive Board.

Section 12.4 Statement of Common Expenses. The Executive Board shall promptly provide any Unit Owner, contract purchaser or mortgagee so requesting the same in writing with a written statement of all unpaid assessments for common expenses due from such Unit Owner. The Executive Board may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 12.5 Lien Imposed on Unpaid Amounts. All of the amounts assessed against the Unit automatically give rise to a lien on that Unit. If the assessments are not paid when due, the Executive Board may perfect the lien by recording a memorandum of lien in the land records. A Unit Owner cannot dispose of his Unit free of the lien until the lien is satisfied by payment of the assessments secured by the lien and the cost of collection. The Association may obtain payment of past due assessments by foreclosure of the lien (resulting in a forced sale of the Unit) or by suing the Unit Owner. If any assessments are past due for more than two months, the Executive Board may accelerate the payments (i.e., declare immediately due and payable the total amount assessed against the Unit Owner for that fiscal year but not yet paid). In addition, the Unit Owners Association may impose a late fee, interest and provide notice of delinquency to a lender holding a mortgage of a deed of trust on the Unit.

Section 12.6 Subordination of Certain Charges. Any fees, charges, late charges, fines and interest which may be levied by the Executive Board pursuant to Sections 448.3-102-1(10), (11) and (12) of the Condominium Act, and any lien resulting therefrom, shall be subordinate to the lien of a first mortgage on a Unit.

ARTICLE XIII
DEVELOPMENT RIGHTS

Section 13.1 Declarant Control of the Association.

(a) The Declarant may, at its option, control the Association during the Declarant Control Period.

(b) During the Declarant Control Period, the Declarant may appoint and remove the officers and directors of the Executive Board

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except as otherwise provided in one or more of Sections 448.3-103 of the Condominium Act or Article III of the Bylaws.

Section 13.2 Additions to Plat and Modification of Declaration. During the Declarant Control Period, the Declarant reserves the right, but not the obligation, and shall have full power and authority to amend the Declaration, Plats and Plans in compliance with the Condominium Act by including any additional real estate contained in the real estate described in Exhibit C, attached as a part hereof (the "Tract") or any other contiguous real estate, or to delete any parcel or portion thereof and to change the number of Units and amend the Percentage Interests in the Common Elements allocated to each Unit as specified in Exhibit B hereof. Declarant reserves the right, but not the obligation, to create Units, Common Elements, Limited Common Elements and to subdivide with respect to real estate added pursuant to the Special Declarant's Rights established by this Section. Special Declarant Rights may be exercised with respect to different parcels of real estate added pursuant to this Section at different times. Declarant makes no assurances with respect to the development of the Tract, including, but not limited to whether the Declarant will exercise the right to develop all or any portion of the Tract subject to these Special Declarant Rights or the order in which the development will occur. If Declarant exercises these Special Declarant Rights, all future improvements shall be consistent with initial improvements in terms of quality of construction. Prior to adding any property to the Condominium, Declarant shall obtain written consent from each and every corporation (Department of Housing and Urban Development ("HUD"), Federal National Mortgage Association ("FNMA") or Federal Home Loan Mortgage Association ("FHLMA")) that holds, insures or guarantees any mortgage in the Condominium at the time such property is to be added. All improvements in any such property to be added to the Condominium shall be substantially completed before such property is added to the Condominium. Furthermore, liens arising in connection with Declarant's ownership of, and construction of improvements upon, such property may not adversely affect the right of existing Unit Owners, or the priority of first mortgages on existing Units. All taxes and assessments relating to such property, covering any period prior to the addition of the property to the Condominium shall be previously paid or provided for by Declarant prior to inclusion within the Condominium. In the event FNMA shall be an existing mortgagee at the time additional property is to be added to the Condominium, Declarant shall first furnish FNMA with satisfactory title evidence disclosing any liens, easements or other encumbrances affecting such property to be added to the Condominium. The maximum number of Units in the Condominium shall not exceed fifty-six (56), which produces a minimum Percentage Ownership Interest of each Unit Owner in the Common Elements. During the Declarant Control Period, the Declarant, in executing any amendment consistent with the foregoing, shall be conclusively deemed to have been acting within the scope of the Declarant's authority as herein specified, and all Unit Owners shall be estopped from questioning the right of the Declarant herein granted and reserved.

Section 13.3 Partial Development. For purposes of allocating Common Expenses and none other, the Declarant shall not be deemed a Unit Owner as to unconstructed, partially completed or completed but unsold or unoccupied Units. The Declarant shall as to said Units bear only that portion of the Common Expenses, if any, in fact incurred by or for the benefit of said Units, including, but not limited to insurance.

ARTICLE XIV
UNITS SUBJECT TO CONDOMINIUM DOCUMENTS; DAMAGE, DESTRUCTION AND EMINENT DOMAIN

Section 14.1 Applicability of Condominium Documents. Each present and future owner, lessee, occupant and mortgagee of a Unit shall be subject to and shall comply with the provisions of the Condominium Act, this Declaration (including the Plats and Plan), the Bylaws, the Articles of Incorporation and the Rules and Regulations and with the covenants, conditions and restrictions as set forth in this Declaration (including the Plats and Plans), the Bylaws, the Rules and Regulations and the deed to such Unit; provided that nothing contained herein shall impose upon any lessee or mortgagee of a Unit any obligation which the Condominium Act or one or more of such documents, or both, make applicable only to Unit Owners (including, without limitation, the obligation to pay assessments for Common Expenses). The acceptance of a deed or mortgage to any Unit, or the entering into of a lease or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Condominium Act, this Declaration (including the Plats and Plans), the Bylaws, the Rules and Regulations and the covenants, conditions and restrictions set forth in the deed to such Unit are accepted and ratified by such grantee, mortgagee or lessee insofar as applicable. All of such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Section 14.2 Damage and Destruction

(a) The Association shall promptly restore and reconstruct any portion of the Property which is damaged or destroyed unless (1) the Condominium is otherwise terminated in accordance with the Condominium Act or the Condominium Documents, (2) the damage or destruction results from a condemnation in accordance with Section 14.3, (3) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (4) eighty percent (80%) of the Unit Owners vote not to rebuild in the manner set forth herein. "Reconstruction" or to "reconstruct" shall refer to restoring the Unit and/or building to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and

horizontal boundaries as existed prior to the damage or destruction. "Reconstruction" or to "reconstruct" shall not include any improvements or alterations made by a Unit Owner, or any floor or wall coverings or built-in appliances or fixtures unless such were insured by the Association. Insurance proceeds should be first applied to the reconstruction of the Unit and Building containing a Unit prior to the payment of any mortgage, except as set forth in this Article. The cost of repair or replacement in excess of insurance proceeds and reserves are Common Expenses.

(b) If the entire Property is not reconstructed, (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Unit Owners of those Units and to their respective mortgagees, as their interests may appear, and the Unit Owners of the Units to which those Limited Common Elements were allocated, and to their respective mortgagees, as their interest may appear, and (3) the remainder of the proceeds shall be distributed to all the Unit Owners and their respective mortgagees, as their interests may appear, in proportion to the Common Element interests of all Units. If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned in accordance with Section 14.3 and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 14.3 Eminent Domain.

(a) Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements, or parts thereof. Each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear.

(b) If a Unit is acquired by eminent domain, or if part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award shall compensate the Unit Owner for the Unit Owner's Unit and Percentage Interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Percentage Interest is automatically reallocated to the remaining Units in proportion to the remaining Units' Percentage

Interest before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this subsection then becomes part of the Common Elements.

(c) Except as provided in subsection (b) of this Section, if a part of a Unit is acquired by eminent domain, the award shall compensate the Unit Owner for the reduction in value of the Unit and its share in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides:

(1) that Unit's Percentage Interest is reduced in proportion to the reduction in the size of the Unit, or on any other basis specified in the decree, and

(2) the portion of the Percentage Interest divested from the partially acquired Unit is automatically reallocated to that Unit and the remaining Units in proportion to the remaining Units' Percentage Interest before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated interests.

(d) If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken shall be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element shall be divided among the owners of the Units to which that Limited Common Element was allocated at the time of acquisition in the same ratio to one another as the Unit Owners' percentage of ownership in that Limited Common Element.

ARTICLE XV
EXECUTIVE BOARD OF THE ASSOCIATION

Section 15.1 Powers of Executive Board. The Executive Board of the Association shall possess all of the duties and powers granted to the Executive Board by the Condominium Act.

Section 15.2 Composition of Executive Board. The Executive Board shall consist of three (3) members as provided for in Article III of the Bylaws. Additional provisions relating to the Executive Board are provided in Article III of the Bylaws.

BOOK 9514 PAGE 1811

Section 15.3 Disputes. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration (including the Plats and Plans), the Bylaws or the Rules and Regulations, the ultimate determination with respect thereto by the Executive Board shall be final and binding on each and all such Unit Owners. The Executive Board shall have the authority to seek a declaratory judgment or other appropriate judicial relief or order to assist it in carrying out its responsibilities under this Section 15.3. All costs of obtaining such a judgment shall be borne by the disputants, or in the absence of disputants, by the Association as a Common Expense.

Section 15.4 Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Condominium Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Executive Board to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Executive Board may effect an appropriate corrective amendment without the approval of the Unit Owners or the holders of any liens on all or any part of the Property, upon receipt by the Executive Board of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this sentence. Each amendment of the type described in this Section 15.4 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Executive Board.

Section 15.5 Availability of Declaration, Bylaws and Other Association Records. The Executive Board shall promptly make available during normal business hours, current copies of the Declaration, the Bylaws, the Rules and Regulations and other financial statements, records and books of account of the Association, to Unit Owners, lenders and the holders and insurers of the Eligible Mortgage on any Unit and prospective purchasers. The Executive Board shall also, upon written request from any agency or corporation having an interest in the Condominium, prepare and furnish within a reasonable time an audited financial statement of the Association for the fiscal year preceding said written request.

IN WITNESS WHEREOF, McBRIDE & SON INVESTMENT CO.,, INC. has caused these presents to be executed the day and year first above written.

THIS DOCUMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

MCBRIDE & SON INVESTMENT CO., INC.

By: _____
Name: Richard T. Sullivan, Jr.
Title: President

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

On this 9th day of October, 1992, before me appeared Richard T. Sullivan, Jr., to me personally known, who, being by me duly sworn, did say that he is the President of McBRIDE & SON INVESTMENT CO., INC., a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Richard T. Sullivan, Jr. 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.

_____
Notary Public

My term expires:

CLARE R. WHITE
NOTARY PUBLIC—STATE OF MISSOURI
ST. CHARLES COUNTY
MY COMMISSION EXPIRES 3/7/95

7

CONSENT TO DECLARATION BY MAGNA BANK of St. Louis

Magna Bank of St. Louis is lender and beneficiary, and Declarant is ~~grantor~~ under two (2) Deeds of Trust ~~of even date herewith~~, one of which is recorded in Book 8421 Page 1924 of the St. Louis County records and the other being recorded in Book 8533 Page 1028 of the St. Louis County records ("Deeds of Trust"). Magna Bank hereby consents to the terms and conditions of this Declaration and hereby releases the Deeds of Trust with respect to the Common Elements and Limited Common Elements.

IN WITNESS WHEREOF, Magna Bank hereby acknowledges, consents and agrees to the foregoing.

MAGNA BANK of St. Louis

By: [signature]
Name: James T. Cuddihee
Title: Senior Vice President

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

On this 5th day of October, 1992, before me appeared James T. Cuddihee, to me personally known, who, being by me duly sworn, did say that he is the Senior Vice President of Magna Bank, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said James T. Cuddihee acknowledged said instrument to be the free act and deed of said corporation.

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

[signature]
Notary Public

My term expires:

KELLY SCOGNAMIGLIO
NOTARY PUBLIC STATE OF MISSOURI
ST LOUIS COUNTY
MY COMMISSION EXP. APR. 25, 1993

480/181

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY LINE OF HICKORY SOUND SUBDIVISION, AS RECORDED IN PLAT BOOK 226, PAGES 49 AND 50 OF THE ST. LOUIS COUNTY RECORDS AND THE SOUTHERLY LINE OF BIG BEND ROAD AS WIDENED BY DEED RECORDED IN BOOK 7592 ON PAGE 635 OF THE RECORDS AT ST. LOUIS COUNTY; THENCE ALONG THE WESTERLY AND NORTHERLY LINES OF SAID HICKORY SOUND SUBDIVISION THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 01 DEGREES 11 MINUTES 51 SECONDS WEST 381.21 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 12 SECONDS WEST 455.00 FEET TO A POINT ON THE EASTERLY LINE OF HANNA ROAD (70 FEET WIDE) AS WIDENED BY DEED TO ST. LOUIS COUNTY RECORDED IN BOOK 7592 ON PAGE 635 OF THE RECORDS AT ST. LOUIS COUNTY; THENCE ALONG THE EASTERLY LINE OF HANNA ROAD THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 01 DEGREES 11 MINUTES 51 SECONDS EAST 183.55 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 09 SECONDS WEST 2.00 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 51 SECONDS EAST 77.28 FEET; THENCE DEPARTING THE EASTERLY LINE OF SAID HANNA ROAD SOUTH 88 DEGREES 48 MINUTES 09 SECONDS EAST 28.33 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 100.00 FEET; THENCE IN A SOUTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 85.68 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 115.00 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 279.28 FEET TO THE POINT OF TANGENCY; THENCE NORTH 01 DEGREES 08 MINUTES 48 SECONDS EAST 74.71 FEET TO A POINT ON THE SOUTHERLY LINE OF ABOVE SAID BIG BEND ROAD; THENCE ALONG THE SOUTHERLY LINE OF BIG BEND ROAD NORTH 89 DEGREES 14 MINUTES 15 SECONDS EAST 151.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 124,724 SQUARE FEET OR 2.863 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY JAMES B. BECKER CONSULTING ENGINEERS.

EXHIBIT B

PERCENTAGE INTEREST IN COMMON ELEMENTS

The maximum Percentage Interest in the Common Elements shall initially be for each Unit as set forth above. This Percentage Interest may be decreased from time to time by the addition of property to the Condominium by amendment, but in no event shall the Percentage Interest per Unit be less than set forth below.

Unit Number	Initial Share	Share at Completion of Phase I	Minimum Share
Building "1" per Plat			
UNIT Apt. A	25%	2.7777%	1.7857%
UNIT Apt. B	25%	2.7777%	1.7857%
UNIT Apt. C	25%	2.7777%	1.7857%
UNIT Apt. D	25%	2.7777%	1.7857%

BOOK 9514 PAGE 1816

EXHIBIT C

LEGAL DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 44 NORTH, RANGE 5 EAST OF THE 5TH PRINCIPAL MERIDIAN, ST. LOUIS COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY LINE OF HICKORY SOUND SUBDIVISION, AS RECORDED IN PLAT BOOK 226, PAGES 49 AND 50 OF THE ST. LOUIS COUNTY RECORDS AND THE SOUTHERLY LINE OF BIG BEND ROAD AS WIDENED BY DEED RECORDED IN BOOK 7592 ON PAGE 635 OF THE RECORDS AT ST. LOUIS COUNTY; THENCE ALONG THE SOUTHERLY LINE OF BIG BEND ROAD SOUTH 89 DEGREES 14 MINUTES 15 SECONDS WEST 151.33 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE DEPARTING THE SOUTHERLY LINE OF ABOVE SAID BIG BEND ROAD SOUTH 01 DEGREES 08 MINUTES 48 SECONDS WEST 74.71 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 115.00 FEET; THENCE IN A SOUTHWESTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 279.28 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 100.00 FEET; THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 85.68 FEET TO THE POINT OF TANGENCY; THENCE NORTH 88 DEGREES 48 MINUTES 09 SECONDS WEST 28.33 FEET TO A POINT ON THE EASTERLY LINE OF HANNA ROAD (70 FEET WIDE) AS WIDENED BY DEED TO ST. LOUIS COUNTY RECORDED IN BOOK 7592 ON PAGE 635 OF THE RECORDS AT ST. LOUIS COUNTY; THENCE ALONG THE EASTERLY LINE OF HANNA ROAD THE FOLLOWING COURSES AND DISTANCES; THENCE NORTH 01 DEGREES 11 MINUTES 51 SECONDS EAST 47.72 FEET TO A POINT OF CURVATURE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 65.50 FEET; THENCE IN A NORTHEASTERLY DIRECTION ALONG SAID CURVE AN ARC DISTANCE OF 102.83 FEET TO THE POINT OF TANGENCY; SAID POINT BEING ON THE SOUTHERLY LINE OF ABOVE SAID BIG BEND ROAD; THENCE ALONG THE SOUTHERLY LINE OF SAID BIG BEND ROAD THE FOLLOWING COURSES AND DISTANCES; THENCE SOUTH 88 DEGREES 51 MINUTES 12 SECONDS EAST 175.16 FEET; THENCE NORTH 89 DEGREES 14 MINUTES 15 SECONDS EAST 65.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 45,687 SQUARE FEET OR 1.049 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY JAMES B. BECKER CONSULTING ENGINEERS.

Certificate of Substantial Completion
For
Crossings at Hickory Sound

In accordance with Section 448.2-101 Paragraph 2 of the "Union Condominium Act" the following units were found to be substantially complete on a review conducted October 12, 1992. Units A, B, C and D all in Building 1 located at 1304 Crossings Court.

Certified by: Arthur J. Sitzwohl & Associates, Inc.

Arthur J. Sitzwohl

Missouri Registration No. A-1777

STATE OF MISSOURI
ARTHUR J.
SITZWOHL
NUMBER
A-1772
REGISTERED ARCHITECT

State of Missouri, County of St. Louis:
The above named person, Arthur J. Sitzwohl, personally appeared before me this 1st day of October, 1991, to me known to be the person described in the foregoing instrument, and acknowledge that this instrument signed and sealed by him as his free act and deed.

Notary Public Clare R. Wente

My Commission Expires 3/7/95

NOTARY PUBLIC
ST. CHARLES COUNTY
MY COMMISSION EXPIRES 3/7/95

7



DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver
Director of Revenue

RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF INSTRUMENT, AND ALSO AT THE FOOT OF THIS PAGE.

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

92 NOV 12 PM 3:02

ST. LOUIS COUNTY, MO.

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

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

Daniel T. O'Leary
Recorder of Deeds
St. Louis County, Missouri

SEAL OF THE RECORDER OF DEEDS FOR ST. LOUIS COUNTY, MO

By Dorothy J. Kreeley
Deputy Recorder

BOOK 9514 PAGE 1819

POSTAGE $ —

RECORDING FEES
Declaration 140.00
Plats 100.00
DOCUMENT $ 240.00

STATE USER $ 4.00

FAHF FUND $ 3.00

46 TOTAL $ 247.00

_____ N. P.
_____ N. P. C.
_____ N. N. C.
_____ N. N. I.

END OF DOCUMENT
Do Not Remove This Page

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.
FILED

001466 NOV 12 92

2 Destination Code

Notation

BP16324/1122

[redacted]

200501210010 9

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
AMDT	**CROSSINGS AT HICKORY SOUND ASSN**		

PROPERTY DESCRIPTION: **CROSSINGS AT HICKORY SOUND CONDO**

Lien Number	Notation	Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certication Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs.** Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the **BOOK** and **PAGE** of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
109

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of **4** pages, (this page inclusive), was filed for record in my office on the **21** day of **January** **2005** at **07:08 AM** and is truly recorded in the book and at the page shown at the top and/or bottom of this page.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JoAnn Reber
Deputy Recorder

Janice M. Hammonds
Recorder of Deeds
St. Louis County, Missouri

SEAL OF THE RECORDER OF DEEDS FOR ST. LOUIS COUNTY, MO

RECORDING FEE **$30.00**
(Paid at the time of Recording)

____ N.P
____ N.P.C
____ N.N.C.
____ N.N.I.

Mail to:

,

Destination code: **M**

B-16324 P-1122/1125

Notation

BP16324/1123

AMENDMENT TO THE
DECLARATION OF
THE CROSSINGS AT HICKORY SOUND CONDOMINIUM

This Amendment to the Declaration of The Crossings at Hickory Sound Condominium ("Amendment") is made and entered into by the Unit Owners of The Crossings at Hickory Sound Condominium Association as follows:

WHEREAS, The Crossings at Hickory Sound Condominium is presently governed by a certain Declaration recorded in Book 9514, Page 1774 of the St. Louis County, Missouri Records ("Indenture"); and

WHEREAS, Sections 15.4 and Section 10.4(b) of this Indenture provides that this Indenture may be amended from time to time by an instrument in conformity with the Condominium Act, approved by at least sixty-seven percent (67%) of the Unit Owners, and at least by fifty-one percent (51%) of the mortgage holders and thereafter be duly recorded;

WHEREAS, sixty-seven percent (67%) of the Unit Owners and fifty-one percent (51%) of the mortgage holders now desire to amend the Indenture.

NOW, THEREFORE, sixty-seven percent (67%) of the Unit Owners and fifty-one percent (51%) of the mortgage holders, as certified by the President of The Crossings at Hickory Sound Condominium Association which is the governing body of The Crossings at Hickory Sound Condominium, and as attested by its Secretary, having voted in the affirmative to amend and replace Sections 11.1 and 15.4 of the Indenture so that after this Amendment, Sections 11.1 and 15.4 of the Indenture shall read as follows:

Section 11.1: Restriction on Leasing of Units:

(a) No part of any Unit shall be used for a purpose other than a residence either by one (1) family or by not more than two (2) unmarried individuals. The term "family" shall mean any number of persons related by blood or marriage, including adopted children, or a group not to exceed two (2) persons (excluding servants) not related by blood or marriage, occupying premises and living as a single housekeeping unit, as distinguished from a group occupying a boarding or lodging house, hotel, club or similar dwelling for group use.

(b) The Association deems it to be in the best interests of the entire community as a whole to preserve the Association as a community in which the Units are occupied by their Owners ("Owner-occupancy"). Accordingly, this paragraph is intended to foster Owner-occupancy by prohibiting future sales of Units to Owners who seek to purchase Units for investment/rental purposes after the recording of this Amendment, as follows:

(i). After the recording of this Amendment, no Owner shall begin using their Unit for investment/rental purposes by renting or leasing the same to persons outside the Owner's family.

1. A Unit shall not be deemed to be investment/rental purposes if the Unit is titled in the name of a trust, corporation or other entity for estate planning or other such purposes.

2. The Executive Board, however, is authorized to grant an exception to this restriction against leasing or renting for "good cause" shown, in the sole discretion of the Executive Board, which shall include but not be limited to situations caused by the death of an Owner, the illness/need to care for a family member by an Owner, the temporary employment relocations of an Owner and any temporary military transfer or assignment of an Owner. Any such request for an exception shall be submitted by the Owner in writing to the Executive Board who shall promptly consider the same. Under no circumstance, however, may an exception, for good cause shown, exceed twenty-four (24) months.

(ii). In the event a Unit was already being used for investment/rental purposes in that it was being rented or leased to a person outside the Owner's family Unit on the date of the recording of this Amendment, this Unit shall be allowed to remain so for as long as said Unit is owned by said Owner. However, this allowance to use the Unit for investment/rental purposes shall be terminated upon the sale, exchange, assignment or transfer, whether voluntary or involuntary, of this Unit.

During any period of time when a Unit is permitted to be rented or leased, all leases shall:

1. be in writing, with a full copy submitted to the Board of Managers for its approval at least ten (10) days prior to the commencement of the lease;

2. be of the full Unit (no room rentals or boarders) for a term not less than one (1) year and not be assigned or sub-leased;

3. appoint the Executive Board as agent and attorney-in-fact for the Owner of the Unit for the purpose of enforcing the provisions of the Indenture and/or Rules and Regulations against the lessee as well as the Owner;

4. require the Owner to maintain a Security Deposit of $750 (or as may be reasonably increased by the Executive Board from time to time) at all times during the lease which shall be held by the Association in a non-interest bearing account to protect the Association against damage and pay for repairs to the Common Elements;

5. require the Lessee to comply with and abide by all terms and conditions set forth in the Indenture and/or Rules and Regulations, including but not limited to the payment of any reasonable fines for the violation thereof.

(iii). In the event any Owner should violate any of the above Use of the Units provisions, the Executive Board may levy a fine of $100 per month (or as may be reasonably increased by the Executive Board from time to time) against the Owner and their Unit, and which shall be a lien which may be collected, together with attorney fees, interest, late fees and costs, in the same manner as an assessment set forth in the Indenture.

Section 15.4: Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Condominium Act and the Condominium Documents.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand on this 27th day

of December, 2004.

THE CROSSINGS AT HICKORY SOUND ASSOCIATION
A Missouri Not for Profit Corporation

By: _____

ATTEST:

_____
, Secretary

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

On this 29 day of December, 2004 before me appeared Craig Floerke, to me personally known, who being by me duly sworn, did say that he is the President of The Crossings at Hickory Sound Condominium Association, a Not For Profit Corporation of the State of Missouri, and that said instrument was signed on behalf of said corporation, by authority of its Executive Board; and said 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.

_____
Notary Public

My Commission Expires:

DEBORAH J. DAYTON
Notary Public – Notary Seal
STATE OF MISSOURI
St. Louis County
My commission expires June 16, 2005

2022103100313

CERTIFIED-FILED FOR RECORD
10/31/2022 10:16:38AM

GERALD E. SMITH
RECORDER OF DEEDS
COUNTY OF ST. LOUIS, MISSOURI

PAGES: 22
RECORDING FEE: $84.00

THIS DOCUMENT WAS ERECORDED

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 S. CENTRAL AVE., CLAYTON, MO 63105-1799

Type of Instrument: AMENDMENT

Grantor: CROSSINGS AT HICKORY SOUND CONDO ASSN

Grantee:

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to the **TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected** is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, **the ATTACHED DOCUMENT governs**. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of **22** pages, (this page inclusive), was filed for record in my office on the **31** day of **October** **2022** at **10:16 am** and is truly recorded as the document number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

EW
Deputy Recorder

SEAL OF THE RECORDER OF DEEDS FOR ST. LOUIS COUNTY, MO

Gerald E. Smith

Recorder of Deeds
St. Louis County, Missouri

20,138,606

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

Date of Document:	October 26, 2022
Title of Document:	Amendment to the Declaration of the Crossings at Hickory Sound Condominium
Grantor:	The Crossings at Hickory Sound Condominium Association
Grantor's Address:	c/o Rodemyer-Christel, Inc. 3630 Grandel Square, St. Louis, MO 63108
Grantee:	The Crossings at Hickory Sound Condominium Association
Grantee's Address:	c/o Rodemyer-Christel, Inc. 3630 Grandel Square, St. Louis, MO 63108
Legal Description:	See Exhibit A of Attachment A
Reference Book and Page:	Book 9514, Page 1774

After recording return to:
Stephen G. Davis, Esq.
Carmody MacDonald, P.C.
120 S. Central Ave., Suite 1800
St. Louis, MO 63105

AMENDMENT TO THE DECLARATION OF
THE CROSSINGS AT HICKORY SOUND CONDOMINIUM

Attached hereto as **Attachment A** is the Amendment to the Declaration of the Crossings at Hickory Sound Condominium (the "***Declaration Amendment***"), which was adopted by a resolution and written consent of the Unit Owners of the Crossings at Hickory Sound Condominium, which such written consents are attached hereto as **Attachment B** and which constitute the approval of more than sixty-seven percent (67%) of the votes of all of the Unit Owners of the Crossings at Hickory Sound Condominium, as required by Section 6.1 of the Declaration of the Crossings at Hickory Sound Condominium, recorded in Book 9514, Page 1774 of the St. Louis County, Missouri, Recorder's Office (as amended from time to time, collectively the "***Declaration***"). The Declaration Amendment amends the Declaration and is effective upon its recording in the Office of the Recorder of Deeds for St. Louis County, Missouri.

THE CROSSINGS AT HICKORY SOUND CONDOMINIUM ASSOCIATION
a Missouri nonprofit corporation

By: Linda J Wenman

Name: Linda J. Wenman

Title: President The Crossings at Hickory Sound

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

On this 26 day of October, 2022 before me appeared Linda J. Wenman, the President of The Crossings at Hickory Sound Condominium Association, a Missouri nonprofit corporation, known to me to be the person who executed the within instrument on behalf of said Missouri nonprofit corporation and acknowledged that he/she executed the same for the purposes therein contained.

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

Jenna I. Kopff
Notary Public

My term expires:

JENNA I. KOPFF
Notary Public - Notary Seal
St Louis County - State of Missouri
Commission Number 13723303
My Commission Expires Jun 5, 2025

ATTACHMENT A

[See Attached Amendment to the Declaration of the Crossings at Hickory Sound Condominium]

AMENDMENT TO THE DECLARATION OF THE CROSSINGS AT HICKORY SOUND CONDOMINIUM

The undersigned Unit Owners, pursuant to the Declaration (as defined below) of the Crossings at Hickory Sound Condominium, do hereby consent to and approve this Amendment to the Declaration of the Crossings at Hickory Sound Condominium (this "***Amendment***") which such Amendment amends the Declaration and is effective upon recording in the Office of the Recorder of Deeds for St. Louis County, Missouri.

RECITALS

WHEREAS, the real estate described on Exhibit A, attached hereto and incorporated herein, known as the Crossings at Hickory Sound Condominium is subject to that certain Declaration of the Crossings at Hickory Sound Condominium, recorded in 9514, Page 1774 of the St. Louis County, Missouri, Recorder's Office (as amended from time to time, collectively the "***Declaration***").

NOW THEREFORE, pursuant to Section 6.1 of the Declaration, the undersigned, constituting the consent and approval of more than sixty-seven percent (67%) of all the Unit Owners, hereby consent, approve and vote in favor of amending the Declaration as set forth herein. Capitalized terms used but not defined in this Amendment shall have the meanings assigned thereto in the Declaration.

1. Amendments.

a. Section 15.1 of the Declaration is hereby deleted in its entirety and replaced with the following new Section 15.1:

> "Section 15.1 Powers of Executive Board. The Executive Board of the Association, being known as The Crossings at Hickory Sound Condominium Association, a Missouri nonprofit corporation, shall possess all of the duties and powers granted to the Executive Board by the Condominium Act. Notwithstanding anything contained in this Declaration to the contrary, the Board shall have the authority to: (i) borrow money; (ii) pledge and pay assessments, and any and all other revenue and income for such purpose; (iii) make contracts and incur liabilities and other obligations; and (iv) assign the rights to future income, including the right to receive assessments."

2. Full Force and Effect. Except as specifically amended hereby, all of the terms and conditions of the Declaration shall remain in full force and effect, and the same are hereby ratified and confirmed.

3. Severability. The invalidity of any portion hereof shall not affect the validity, force or effect of the remaining portions hereof. If it is ever held that any restriction hereunder is too broad to permit enforcement of such restriction to its fullest extent, such restriction shall be enforced to the maximum extent permitted by law.

EXHIBIT A

Legal Description

A TRACT OF LAND BEING A PORTION OF LOT ONE OF THE CROSSINGS AT HICKORY SOUND AS RECORDED IN PLAT BOOK 315, PAGE 20 OF THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE, SAID TRACT OF LAND OWNED, NOW OR FORMERLY, BY McBRIDE & SON ASSOCIATES, INC., AS RECORDED IN BOOK 9535, PAGE 1034, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE. SAID TRACT OF LAND BEING AS SHOWN HEREON AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE SOUTH LINE OF BIG BEND ROAD (VARIABLE WIDTH); SAID POINT BEING AT A POINT OF TANGENCY; FROM WHICH A FOUND IRON ROD BEARS SOUTH 0.19 FEET AND WEST 0.08 FEET.

THENCE, WITH THE SOUTH LINE OF BIG BEND ROAD, SOUTH 88 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 151.56 FEET TO THE POINT OF BEGINNING; SAID POINT BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, CONTINUING WITH THE SOUTH LINE OF BIG BEND ROAD THE FOLLOWING COURSES AND DISTANCES:

SOUTH 88 DEGREES 51 MINUTES 12 SECONDS EAST, A DISTANCE OF 23.59 FEET; NORTH 89 DEGREES 14 MINUTES 15 SECONDS EAST, A DISTANCE OF 65.20 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT. ALSO BEING THE NORTHEAST CORNER OF THE AFORESAID LOT ONE OF THE CROSSINGS AT HICKORY SOUND;

THENCE, WITH THE LINE COMMON TO LOTS ONE AND TWO OF THE CROSSINGS AT HICKORY SOUND THE FOLLOWING COURSES AND DISTANCES; NORTH 01 DEGREES 08 MINUTES 48 SECONDS EAST, A DISTANCE OF 74.71 FEET TO A POINT OF CURVATURE;

SOUTHWESTERLY, A DISTANCE OF 154.16 FEET WITH THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 115.00 FEET AND A CHORD WHICH BEARS SOUTH 39 DEGREES 33 MINUTES 00 SECONDS WEST, A DISTANCE OF 142.87 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND;

THENCE, LEAVING THE LINE COMMON TO LOTS ONE AND TWO WITH THE WEST LINE OF THE HEREIN DESCRIBED TRACT, NORTH 01 DEGREES 08 MINUTES 48 SECONDS EAST, A DISTANCE OF 184.51 FEET TO THE POINT OF BEGINNING AND THIS TRACT CONTAINING 13,903 SQUARE FEET OR 0.24 ACRES OF LAND, MORE OR LESS ACCORDING TO CALCULATIONS PERFORMED BY JAMES B. BECKER CONSULTING ENGINEERS DURING MARCH OF 1994.

IT IS THE INTENT OF THIS DOCUMENT TO DESCRIBE A PORTION OF LOT 1 OF THE CROSSINGS AT HICKORY SOUND AS RECORDED IN PLAT BOOK 315, PAGE 20, OF THE ST. LOUIS COUNTY, MISSOURI, RECORDER'S OFFICE. THE BASIS OF BEARINGS IS FROM HICKORY SOUND PLAT 1 AS RECORDED IN PLAT BOOK 226, PAGES 49 AND 50.

ATTACHMENT B

[See Attached Resolution of the Unit Owners in Favor of the Declaration Amendment.]

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1304-A	1.9231%		
1304-B	1.9231%		MARY CHOI
1304-C	1.9231%	attached	attached
1304-D	1.9231%		
1310-A	1.9231%	Kathy Dickerson	Kathy Dickerson
1310-B	1.9231%		
1310-C	1.9231%	Anna Blount	Anna Blount
1310-D	1.9231%	Ee Ling Sea	Ee Ling Sea
1316-A	1.9231%	See attached	
1316-B	1.9231%	Robert F. Hejmej	ROBERT F. Hejmej
*1316-C	1.9231%	See attached	
1316-D	1.9231%	Noreen Krebs	Noreen Krebs
1328-A	1.9231%	Linda J. Wenman	Linda J. Wenman
1328-B	1.9231%	~~Christine Burton~~	~~Christine Burton~~ CB
1328-C	1.9231%	Heather Nemler	Heather Nemler
1328-D	1.9231%		James Ziemba
1334-A	1.9231%	Kathleen Papp	Kathleen Papp
1334-B	1.9231%	Christine Burton	Christine Burton
1334-C	1.9231%		William R. Newton
1334-D	1.9231%	Amy Petruska	AMY PETRUSKA

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

	Building-Unit #	Votes	Signature	Print Name
	1340-A	1.9231%	Shirley Faust	Shirley Faust
	1340-B	1.9231%		
*	1340-C	1.9231%	attached	attached
	1340-D	1.9231%	[signature]	SHARON HAREMSKI
	1341-A	1.9231%	see attached	
	1341-B	1.9231%		
	1341-C	1.9231%	[signature]	Michael Smith
	1341-D	1.9231%	[signature]	Daniel Pozza
	1335-A	1.9231%	Emily Burroughs	Emily Burroughs
	1335-B	1.9231%	Ashley Page	Ashley Page
	1335-C	1.9231%		
	1335-D	1.9231%		
	1329-A	1.9231%	[signature]	Anna Warfield
*	1329-B	1.9231%	see attached	
	1329-C	1.9231%		
	1329-D	1.9231%		
	1323-A	1.9231%	Karen Creager	Karen Creager
	1323-B	1.9231%	Anne Hough	Anne Hough
	1323-C	1.9231%	see attached	
	1323-D	1.9231%	[signature]	Judith L'Homme

Closing 10/30

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1317-A	1.9231%		
1317-B	1.9231%		
1317-C	1.9231%	[signature]	Rogers
1317-D	1.9231%	[signature]	Andrew Tollefson
* 1311-A	1.9231%	see attached	
* 1311-B	1.9231%	see attached	
1311-C	1.9231%		
1311-D	1.9231%	see attached	
1305-A	1.9231%	Sara Ryz	Sara Ryz
* 1305-B	1.9231%	see attached	
* 1305-C	1.9231%	see attached	
1305-D	1.9231%	see attached	

1328-B Joan R. Duresa JOAN R. DURESA

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1317-A	1.9231%		
1317-B	1.9231%		
1317-C	1.9231%		
1317-D	1.9231%		
1311-A	1.9231%		
1311-B	1.9231%		
1311-C	1.9231%		
1311-D	1.9231%		
1305-A	1.9231%		
1305-B	1.9231%		
1305-C	1.9231%		
1305-D	1.9231%	[signature]	Alexis Miller

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1317-A	1.9231%		
1317-B	1.9231%		
1317-C	1.9231%		
1317-D	1.9231%		
1311-A	1.9231%		
1311-B	1.9231%	Sue Fay King	SUE FAY KING
1311-C	1.9231%		
1311-D	1.9231%		
1305-A	1.9231%		
1305-B	1.9231%		
1305-C	1.9231%		
1305-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1317-A	1.9231%		
1317-B	1.9231%		
1317-C	1.9231%		
1317-D	1.9231%		
1311-A	1.9231%	Patricia Terry	Patricia Terry
1311-B	1.9231%		
1311-C	1.9231%		
1311-D	1.9231%		
1305-A	1.9231%		
1305-B	1.9231%		
1305-C	1.9231%		
1305-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1304-A	1.9231%		
1304-B	1.9231%		
1304-C	1.9231%		
1304-D	1.9231%		
1310-A	1.9231%		
1310-B	1.9231%		
1310-C	1.9231%		
1310-D	1.9231%		
1316-A	1.9231%		
1316-B	1.9231%		
1316-C	1.9231%	Amanda Boone	Amanda Boone
1316-D	1.9231%		
1328-A	1.9231%		
1328-B	1.9231%		
1328-C	1.9231%		
1328-D	1.9231%		
1334-A	1.9231%		
1334-B	1.9231%		
1334-C	1.9231%		
1334-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1317-A	1.9231%		
1317-B	1.9231%		
1317-C	1.9231%		
1317-D	1.9231%		
1311-A	1.9231%		
1311-B	1.9231%		
1311-C	1.9231%		
1311-D	1.9231%		
1305-A	1.9231%		
1305-B	1.9231%		
1305-C	1.9231%		Colleen Thompson Michael Thompson
1305-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1340-A	1.9231%		
1340-B	1.9231%		
1340-C	1.9231%	Claude Mace	Claude Mace
1340-D	1.9231%		
1341-A	1.9231%		
1341-B	1.9231%		
1341-C	1.9231%		
1341-D	1.9231%		
1335-A	1.9231%		
1335-B	1.9231%		
1335-C	1.9231%		
1335-D	1.9231%		
1329-A	1.9231%		
1329-B	1.9231%		
1329-C	1.9231%		
1329-D	1.9231%		
1323-A	1.9231%		
1323-B	1.9231%		
1323-C	1.9231%		
1323-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1340-A	1.9231%		
1340-B	1.9231%		
1340-C	1.9231%		
1340-D	1.9231%		
1341-A	1.9231%		
1341-B	1.9231%		
1341-C	1.9231%		
1341-D	1.9231%		
1335-A	1.9231%		
1335-B	1.9231%		
1335-C	1.9231%		
1335-D	1.9231%		
1329-A	1.9231%		Jessica C Cook
1329-B	1.9231%	Margorie L Cook	Paul Cook Margorie Cook
1329-C	1.9231%		
1329-D	1.9231%		
1323-A	1.9231%		
1323-B	1.9231%		
1323-C	1.9231%		
1323-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

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Building-Unit #	Votes	Signature	Print Name
1304-A	1.9231%		
1304-B	1.9231%		
1304-C	1.9231%		
1304-D	1.9231%		
1310-A	1.9231%		
1310-B	1.9231%		
1310-C	1.9231%		
1310-D	1.9231%		
1316-A	1.9231%	Audrey C. Brasher	AUDREY C. BRASHER
1316-B	1.9231%		
1316-C	1.9231%		
1316-D	1.9231%		
1328-A	1.9231%		
1328-B	1.9231%		
1328-C	1.9231%		
1328-D	1.9231%		
1334-A	1.9231%		
1334-B	1.9231%		
1334-C	1.9231%		
1334-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

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Building-Unit #	Votes	Signature	Print Name
1340-A	1.9231%		
1340-B	1.9231%		
1340-C	1.9231%		
1340-D	1.9231%		
1341-A	1.9231%	Karen Jensen	Karen Jensen
1341-B	1.9231%		
1341-C	1.9231%		
1341-D	1.9231%		
1335-A	1.9231%		
1335-B	1.9231%		
1335-C	1.9231%		
1335-D	1.9231%		
1329-A	1.9231%		
1329-B	1.9231%		
1329-C	1.9231%		
1329-D	1.9231%		
1323-A	1.9231%		
1323-B	1.9231%		
1323-C	1.9231%		
1323-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1317-A	1.9231%		
1317-B	1.9231%		
1317-C	1.9231%		
1317-D	1.9231%		
1311-A	1.9231%		
1311-B	1.9231%		
1311-C	1.9231%		
1311-D	1.9231%		
1305-A	1.9231%		
1305-B	1.9231%	David L. Winkeler	David L. Winkeler
1305-C	1.9231%		
1305-D	1.9231%		

Mia

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1340-A	1.9231%		
1340-B	1.9231%		
1340-C	1.9231%		
1340-D	1.9231%		
1341-A	1.9231%		
1341-B	1.9231%		
1341-C	1.9231%		
1341-D	1.9231%		
1335-A	1.9231%		
1335-B	1.9231%		
1335-C	1.9231%		
1335-D	1.9231%		
1329-A	1.9231%		
1329-B	1.9231%		
1329-C	1.9231%		
1329-D	1.9231%		
1323-A	1.9231%		
1323-B	1.9231%		
1323-C	1.9231%	Anne M Hoard	ANNE M. Hoard JAMES A. Hoard
1323-D	1.9231%		

RESOLUTION IN FAVOR OF THE AMENDMENT TO DECLARATION

Each undersigned unit owner ("**Unit Owner**") of a unit in The Crossings at Hickory Sound Condominium (the "**Condominium**"), located in St. Louis County, Missouri, hereby certifies that (i) he or she is an owner of a Unit in the Condominium, and (ii) such Unit Owner hereby approves, consents, agrees and votes in favor of the attached Amendment to the Declaration.

Building-Unit #	Votes	Signature	Print Name
1317-A	1.9231%		
1317-B	1.9231%		
1317-C	1.9231%		
1317-D	1.9231%		
1311-A	1.9231%		
1311-B	1.9231%		
1311-C	1.9231%		
1311-D	1.9231%	Starr Giammanco	STARR GIAMMANCO
1305-A	1.9231%		
1305-B	1.9231%		
1305-C	1.9231%		
1305-D	1.9231%		

BYLAWS

OF

THE CROSSINGS AT HICKORY SOUND OWNERS' ASSOCIATION

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OF

THE CROSSINGS AT HICKORY SOUND OWNERS' ASSOCIATION

ARTICLE I

Introductory Provisions

1.1 Applicability. These Bylaws provide for the governance of the Association pursuant to the requirements of Revised Statutes of Missouri, Section 448.3-106 of the Act with respect to the Condominium created by the recording of the Declaration of The Crossings at Hickory Sound, a Condominium (the "Declaration").

1.2 Definitions. (a) Capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration to which these Bylaws pertain or, if not defined therein, the meanings specified or used for such terms in the Condominium Act.

1.3 Compliance. Pursuant to the provisions of the Condominium Act, every Unit Owner and all Persons entitled to occupy a Unit shall comply with these Bylaws.

1.4 Office. The office of the Condominium, the Association, and the Executive Board shall be located at the Property or at such other place as may be designated from time to time by the Executive Board.

ARTICLE II

The Association

2.1 Composition. The Association was organized on MAY 4, 1992 as a Missouri not-for-profit corporation. The Association shall consist of all of the Unit Owners acting as a group in accordance with the Condominium Act pursuant to the Articles of Incorporation, the Declaration and these Bylaws. The Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium and performing all of the other acts that may be required or permitted to be performed by the Association pursuant to the Condominium Act and the Declaration. The foregoing responsibilities shall be performed by the Executive Board or Managing Agent as more particularly set forth in these Bylaws.

2.2 Annual Meetings. The annual meetings of the Association shall be held on the first day of March of each year unless such date shall occur on a weekend or holiday, in which event the meeting shall be held on the succeeding Monday. At such annual meetings the Executive Board shall be elected by ballot of the Unit Owners in accordance with the requirements of Section 3.3 of these Bylaws (subject to Article XIII of the Declaration) and such other business as may properly come before the meeting may be transacted.

2.3 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Unit Owners as may be designated by the Executive Board.

2.4 Special Meetings. The President shall call a special meeting of the Association if so directed by resolution of the Executive Board or upon a petition signed and presented to the Secretary/Treasurer by not less than twenty percent (20%) of the Unit Owners. Such meeting shall be held within forty-five (45) days after receipt by the President of said resolution or petition; provided, however, if the purpose includes the possible rejection of a budget or capital expenditure pursuant to Section 12.1(b) or Section 2.4 of the Declaration, such meeting shall be held within fifteen (15) days after receipt by the President of said resolution or petition. No business shall be transacted at a special meeting except as stated in the notice.

2.5 Notice of Meetings. The Secretary/Treasurer shall give to each Unit Owner a notice of each annual or regularly-scheduled meeting and of each special meeting of the Association of at least ten (10) but not more than sixty (60) days prior to such meeting, stating the time, place and purpose thereof. The giving of a notice of meeting in the manner provided in this Section and Section 6.1 of these Bylaws shall be considered service of notice.

2.6 Adjournment of Meetings. If at any meeting of the Association a quorum is not present, Unit Owners entitled to cast a majority of the votes represented at such meeting may adjourn the meeting to a time not less than forty-eight (48) hours after the time for which the original meeting was called.

2.7 Voting.

(a) Voting at all meetings of the Association shall be on one Unit Owner one vote basis. If one Person owns more than one (1) Unit he shall be deemed to be a Unit Owner with respect to each Unit and be entitled to cast the number of votes equal to the number of Units owned.

(b) Where the ownership of a Unit is in more than one Person, the Person who shall be entitled to cast the vote of such Unit shall be the Person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary/Treasurer or, in the absence of such named Person from the meeting, the Person who

shall be entitled to cast the vote of such Unit shall be the Person owning such Unit who is present. Such certificate shall be valid until revoked by a subsequent certificate similarly executed. If more than one Person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement pursuant to Section 448.3-110(1) of the Condominium Act. There shall be deemed to be unanimous agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Unit.

(c) Subject to the requirements of the Condominium Act, wherever the approval or disapproval of a Unit Owner is required by the Condominium Act, the Articles of Incorporation, the Declaration or these Bylaws, such approval or disapproval shall be made only by the Person who would be entitled to cast the vote of such Unit at any meeting of the Association. Except with respect to election of directors of the Executive Board and except where a greater number is required by the Condominium Act, the Declaration or these Bylaws, the vote of more than fifty percent (50%) of the Unit Owners voting in person or by proxy at one time at a duly convened meeting at which a quorum is present is required to adopt decisions at any meeting of the Association.

(d) At each election for Executive Board members, each Unit Owner shall be entitled to cast for each vacancy to be filled at such election the number of votes allocated to the Unit or Units owned by such Unit Owner as provided in the Declaration. Those candidates for election receiving the greatest number of votes cast in such elections shall be elected. Except as set forth in Sections 3.3(b) and (c), 3.4 and 3.5(b), if the Declarant owns or holds title to one or more Units, the Declarant shall have the right at any meeting of the Association to cast the votes to which such Unit or Units are entitled. No votes allocated to a Unit owned by the Association may be cast. There shall be no cumulative or class voting.

2.8 Proxies. A vote may be cast in person or by proxy. 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. Such proxy may be granted by any Unit Owner in favor of only another Unit Owner, a holder of a mortgage on a Unit or the Declarant. Proxies shall be duly executed in writing, shall be valid only for the particular meeting designated therein and must be filed with the Secretary/Treasurer before the appointed time of the meeting. Such proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of written notice of revocation from the grantor(s) of the proxy. No proxy shall be valid for a period in excess of one year after the execution thereof. A proxy is void if it is not dated or purports to be revocable without notice.

2.9 Quorum.

(a) Except as set forth below, the presence in person or by proxy of twenty percent (20%) or more of the Unit Owners at the commencement of a meeting shall constitute a quorum at all meetings of the Association.

(b) If a meeting is adjourned pursuant to Section 2.6 above, the quorum at such second meeting shall be deemed present throughout any meeting of the Association if ten percent (10%) of the Unit Owners are present in person or by proxy at the beginning of the meeting.

2.10 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary/Treasurer shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting as well as a record of all transactions occurring thereat. The President may appoint a person to serve as parliamentarian at any meeting of the Association. The then current edition of Robert's Rules of Order shall govern the conduct of all meetings of the Association when not in conflict with the Articles of Incorporation, the Declaration, these Bylaws or the Condominium Act. All votes shall be tallied by persons appointed by the President.

ARTICLE III

Executive Board

3.1 Number and Qualification. The affairs of the Association shall be governed by an Executive Board which shall consist of three (3) natural persons. Prior to the Transition Election, the Executive Board shall be composed of three (3) natural persons who shall be appointed by the Declarant ("Declarant Directors"). All members of the Executive Board shall either be Unit Owners or designees of the Declarant.

3.2 Delegation of Powers; Managing Agent.

(a) The Executive Board may employ for the Condominium a "Managing Agent" at a compensation established by the Executive Board. The Managing Agent shall perform such duties and services as the Executive Board shall authorize, including, but not limited to, all of the duties listed in the Condominium Act, the Articles of Incorporation, the Declaration and these Bylaws; provided, however, where a Managing Agent does not have the power to act under the Articles of Incorporation, the Condominium Act, the Declaration or these Bylaws, such duties shall be performed as advisory to the Executive Board. The Executive Board may delegate to the Managing Agent all of the powers granted to the Executive Board by the Condominium Act, the Declaration, the Articles of Incorporation and these Bylaws other than the following powers:

(i) to adopt the annual budget, any amendment thereto or to assess any Common Expenses;

(ii) to adopt, repeal or amend Rules and Regulations;

(iii) to designate signatories on Association bank accounts;

(iv) to borrow money on behalf of the Association;

(v) to acquire and mortgage Units;

(vi) to designate Reserved Common Elements;

(vii) to allocate Limited Common Elements.

(b) Any contract with the Managing Agent must provide that it may be terminated with cause on no more than thirty (30) days' written notice and without cause and without penalty or any termination fee on no more than ninety (90) days' written notice. The term of any such contract may not exceed three (3) years.

3.3 Election and Term of Office.

(a) At the annual meetings of the Association, the election of directors of the Executive Board shall be held. Until all three (3) Declarant Directors have resigned from the Executive Board, the term of office of any Executive Board director to be elected (except as set forth in Sections 3.3(b) and (c), Section 3.4 and 3.5 hereof) shall be fixed at two (2) years. The directors of the Executive Board shall hold office until the earlier to occur of the election of their respective successors or their death, adjudication of incompetency, removal, or resignation. An Executive Board director may serve an unlimited number of terms and may succeed himself or herself.

(b) Within sixty (60) days after conveyance of twenty-five percent (25%) of the Units, which may be created pursuant to Development Rights, to Unit Owners other than the Declarant, the Transition Meeting of the Association and the Transition Election shall be held at which one (1) person who is a Unit Owner shall be elected to the Executive Board ("Transition Director"). Only Unit Owners other than the Declarant may vote at such Transition Election. After the election of the Transition Director, one (1) of the Declarant Directors, as determined by the Declarant in its sole discretion, shall resign. The term of the Transition Director so elected at the Transition Election and each successor to each such Transition Director shall expire on the first day of March of each even numbered year following the year in which such Transition Director is elected. During the Declarant Control Period, each such successor shall be elected only by Unit Owners other than the Declarant.

(c) Within fifteen (15) days prior to the termination of the Declarant Control Period or at such earlier date as the Declarant in its sole discretion shall specify, a special meeting of the Association shall be held after proper notice of such meeting has been given as provided in Section 6.1 below. At the special meeting of the Association, one (1) of the two (2) remaining Declarant Directors shall resign and the Unit Owners other than the Declarant shall elect a successor director of the Executive Board ("Unit Director"). The Unit Director of the Executive Board so elected shall serve until the first day of March of the next odd numbered year and the term of the successor to each such Unit Director shall expire on the first day of March of each odd numbered year.

(d) After Declarant has sold and conveyed all of the Units which may be subjected to the Declaration to persons other than for development, the remaining Declarant Director, or his respective appointed successor, shall resign and at a special meeting of the Unit Owners to be called thereafter, his successor shall be elected by the Unit Owners for a term which shall expire on the date of the third annual meeting following the election to said Executive Board. All directors elected to the Executive Board following the resignation of the final Declarant Director shall serve a term of three (3) years including the successor to the Transition Director and Unit Director positions. As a result, after the third annual meeting following the resignation of all of the Declarant Directors, each Director of the Executive Board shall serve for a term of three (3) years and the said terms shall be staggered so that thereafter one (1) director of said Executive Board shall be elected at each annual meeting of the Unit Owners.

(e) Persons qualified to be directors of the Executive Board may be nominated for election only as follows:

(i) Any Unit Owner may submit to the Secretary/Treasurer at least thirty (30) days before the meeting at which the election is to be held a nominating petition signed by the Unit Owner and a statement that the person nominated is willing to serve on the Executive Board. The Secretary/Treasurer shall mail or hand deliver the submitted items to every Unit Owner along with the notice of such meeting.

(ii) Nominations may be submitted from the floor at the meeting at which the election is held for each vacancy on the Executive Board for which no more than one person has been nominated by petition.

3.4 Removal or Resignation of Members of the Executive Board.

(a) Except with respect to directors appointed by Declarant, at any regular or special meeting of the Association duly called and subject to the notice requirements set forth in subsection 3.4(b) below, any one or more of the directors of the Executive Board which was not appointed by the Declarant may be

removed with or without cause by a two-thirds (2/3) majority vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present. A successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the director being replaced. In case of multiple vacancies, the person receiving the greatest number of votes shall be elected for the longest term.

(b) Any Unit Owner proposing removal of a director shall give notice thereof to the Secretary/Treasurer. Any director whose removal has been proposed by a Unit Owner shall be given at least twenty (20) days' notice by the Secretary/Treasurer of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(c) A director of the Executive Board may resign at any time and shall be deemed to have resigned upon the transfer of title to his Unit, if, as a result of such transfer, such director of the Executive Board has no ownership interest in any Unit.

(d) Declarant shall have the right to remove and replace any or all directors appointed by the Declarant at any time from time to time.

3.5 Vacancies.

(a) Except with respect to directors appointed by the Declarant, directors elected by the Unit Owners other than the Declarant and serving during the Declarant Control Period pursuant to Section 3.3(b) and (c) and vacancies caused by the removal of an Executive Board director by a vote of the Unit Owners as set forth in Section 3.4 above, all vacancies on the Executive Board shall be filled by a vote of a majority of the remaining directors of the Executive Board. Such vote shall be conducted at a special meeting of the Executive Board held for such purpose promptly after the occurrence of any such vacancy, even though the directors present at such meeting may constitute less than a quorum. Any person so elected shall be a director of the Executive Board for the remainder of the term of the director being replaced. In the case of multiple vacancies, the person receiving the greatest number of votes shall be elected for the longest term.

(b) During the Declarant Control Period, any vacancy created by the death, adjudication of incompetency, removal or resignation of a director of the Executive Board elected by only the Unit Owners other than the Declarant pursuant to Section 3.3(b) and (c) hereof shall be filled by the vote of only Unit Owners other than the Declarant. Except in the case of vacancy by removal and simultaneous replacement election pursuant to Section 3.4 above, the vote to fill a vacancy hereunder shall be conducted at a special meeting of the Association to be held for such purpose within twenty (20) days after the occurrence of such vacancy. The Secretary/Treasurer shall give each Unit Owner at least ten (10) days prior notice of this special meeting, stating the time, place

and purpose thereof. Any person so elected shall be a director of the Executive Board for the remainder of the term of the director being replaced.

3.6 Organizational Meeting. The first meeting of the Executive Board following each annual meeting of the Association (hereinafter referred to as the "Organizational Meeting") shall be held within ten (10) days thereafter at such time and place fixed by the President (even if he is the outgoing President) at the meeting at which such Executive Board shall have been elected. No notice shall be necessary to the newly elected directors of the Executive Board in order legally to constitute such meeting, providing a majority of the whole Executive Board shall be present at such meeting.

3.7 Regular Meetings. Regular meetings of the Executive Board may be held at such time and place as shall be determined from time to time by a majority of the directors, but such meetings shall be held at least annually. Notice of regular meetings of the Executive Board shall be given to each director, by mail or telephone, at least ten (10) business days prior to the day named for such meeting.

3.8 Special Meetings. Special meetings of the Executive Board may be called by the President on at least three (3) business days' notice to each director, given by mail or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Executive Board shall be called by the President or Secretary/Treasurer in like manner and on like notice on the written request of at least two (2) directors of the Executive Board.

3.9 Waiver of Notice. Any director may at anytime, in writing, waive notice of any meeting of the Executive Board, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Executive Board shall constitute a waiver of notice by him of the time, place and purpose of such meeting. If all directors are present at any meeting of the Executive Board, no notice shall be required and any business may be transacted at such meeting.

3.10 Quorum of the Executive Board. At all meetings of the Executive Board a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Executive Board. If at any meeting of the Executive Board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. One or more directors of the Executive Board may participate in and be counted for quorum purposes at any meeting by means of conference telephone or similar communication equipment pursuant to which all persons participating in the meeting can hear each other.

3.11 Compensation. No director shall receive any compensation from the Association for acting as such, but may be reimbursed for any reasonable expenses incurred in the performance of his duties.

3.12 Conduct of Meetings. The President shall preside over all meetings of the Executive Board and the Secretary/Treasurer shall keep a minute book of the Executive Board meetings, recording therein all resolutions adopted by the Executive Board and a record of all transactions and proceedings occurring at such meetings. Such minute book shall be kept at the office of the Association and may be examined at any time by any member who may make copies of any provisions. The Secretary/Treasurer shall, upon request of any member, for a reasonable charge, supply such member with copies of such minutes as such member shall designate certified by such Secretary/Treasurer as being true and correct. The then current edition of Robert's Rules of Order shall govern the conduct of the meetings of the Executive Board when not in conflict with the Articles of Incorporation, the Declaration, these Bylaws, the Condominium Act, or the NFP Statutes.

3.13 Condominium Action Without Meeting. Any action by the Executive Board required or permitted to be taken at any meeting may be taken without a meeting if all of the directors of the Executive Board shall individually or collectively consent in writing to such action. Any such written consent shall be filed with the minutes of the proceedings of the Executive Board.

3.14 Validity of Contracts with Interested Executive Board Directors. No contract or other transaction between the Association and one or more of its Executive Board directors or between the Association and any corporation, firm, or association in which one or more of the Executive Board directors of the Association are directors or officers, or are financially interested, shall be void or voidable. Notwithstanding the foregoing, any management or employment contract, or lease of recreational or parking areas or facilities, or any other contract or lease to which Declarant (as defined in the Declaration) or an affiliate of Declarant is a party may be terminated by the Association with or without cause and without penalty or any termination fee on not more than ninety (90) days written notice.

3.15 Limited Liability of the Executive Board. The Executive Board, and its directors in their capacity as directors, officers and employees shall have no personal liability for any actions resulting from the performance of the Executive Board directors', officers' or employee's duties for any mistake of judgment, negligence or otherwise, except for the Executive Board directors', officers' or employee's own willful misconduct or gross negligence;

3.16 Indemnification. The corporation shall idemnify any director, officer, or employee, or former director, officer, or employee of the corporation, to the fullest extent allowed by Missouri law (as specifically provided for in Mo. Rev. Stat. 55351.355 (1986) as amended) against expenses actually and necessarily incurred by him,

and any amount paid in satisfaction of judgments in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a director, officer or employee (whether or not a director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to, matters as to which his conduct shall have been adjudged in such action, suit or proceeding to be knowingly fraudulent, deliberately dishonest or willful misconduct in respect of the matter in which indemnity is sought.

ARTICLE IV

Officers

4.1 Designation. The principal Officers of the Association shall be the President, the Vice President, and the Secretary/Treasurer all of whom shall be elected by the Executive Board. The President, Vice President and Secretary/Treasurer shall be residents of the Condominium (except for those appointed by the Declarant) and directors of the Executive Board.

4.2 Election of Officers. The Officers of the Association shall be elected annually by the Executive Board at the organizational meeting of each new Executive Board and shall hold office at the pleasure of the Executive Board.

4.3 Removal of Officers. Upon the affirmative vote of a majority of all directors of the Executive Board, any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Executive Board or at any special meeting of the Executive Board called for such purpose.

4.4 President. The President shall be the chief executive officer of the Association; preside at all meetings of the Association and of the Executive Board; have general and active management of the business of the Association subject to the control of the Executive Board; see that all orders and resolutions of the Executive Board are carried into effect; and appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

4.5 Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be imposed by the Executive Board or by the President.

4.6 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Association and of the Executive Board; have charge of such books and papers as the Executive Board may direct; give or cause to be given all notices required to be given by the Association; maintain a register setting forth the

place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered.

The Secretary/Treasurer shall also have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of accounts showing all receipts and disbursements, and for the preparation of all required financial data; and be responsible for the deposit of all monies in the name of the Executive Board, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Executive Board; and, in general, perform all the duties incident to the office of secretary/treasurer.

4.7 Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Association for expenditures or obligations in excess of Five Thousand Dollars ($5,000.000) shall be executed by any two (2) officers of the Association. All such instruments for expenditures or obligations of Five Thousand Dollars ($5,000.00) or less may be executed by any one (1) officer of the Association.

4.8 Compensation of Officers. No officer shall receive any compensation from the Association for acting as such officer, but may be reimbursed for any reasonable out-of-pocket expenses incurred in performing his duties.

ARTICLE V

Amendments

5.1 Amendments to Bylaws. Except as otherwise provided in any one or more of these Bylaws, the Declaration or the Condominium Act, the provisions of these Bylaws may be amended only by vote of Unit Owners of Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated, cast in person or by proxy at a meeting duly held in accordance with the provisions of these Bylaws; provided, however, that if such amendment shall make any change which would have a material effect upon any of the rights, privileges, powers and options of the Declarant, such amendment shall require the joiner of the Declarant.

5.2 Approval of Mortgagees. No amendment or modification of these Bylaws impairing or affecting the rights, priorities, remedies or interests of a first mortgage holder shall be adopted without the prior written consent of the requisite percentage of first mortgagees as set forth in Section 10.4 of the Declaration.

ARTICLE VI

Miscellaneous

6.1 Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be

deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid, or if notification is of a default or lien, sent by registered or certified United States mail, return receipt requested, postage prepaid, (i) if to a Unit Owner, at the address which the Unit Owner shall designate in writing and file with the Secretary/Treasurer or, if no such address is designated, at the address of the Unit of such Unit Owner, or (ii) if to the Association, the Executive Board or to the Managing Agent, at the principal address as shall be designated by notice in writing to the Unit Owners pursuant to this section. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Secretary/Treasurer shall be entitled to receive all notices hereunder.

6.2 Severability. In case one or more of the provisions of these Bylaws shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of these Bylaws, and these Bylaws shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

6.3 Conflicts. If there are conflicts or inconsistencies among the provisions of the Condominium Act, the NFP Statutes, the Declaration, these Bylaws, the Articles of Incorporation and the Rules and Regulations, the provisions of the Condominium Act, the Declaration, the Articles of Incorporation, these Bylaws and the Rules and Regulations (in that order) shall prevail.

6.4 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision thereof.

6.5 Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

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