

STATE OF MISSOURI



Rebecca McDowell Cook
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF INCORPORATION
MISSOURI NONPROFIT

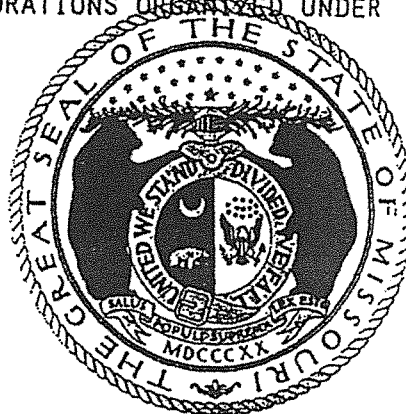
WHEREAS, DUPLICATE ORIGINALS OF ARTICLES OF INCORPORATION OF
RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION

HAVE BEEN RECEIVED AND FILED IN THE OFFICE OF THE SECRETARY OF
STATE, WHICH ARTICLES, IN ALL RESPECTS, COMPLY WITH THE
REQUIREMENTS OF MISSOURI NONPROFIT CORPORATION LAW;

NOW, THEREFORE, I, REBECCA MCDOWELL COOK, SECRETARY OF STATE
OF THE STATE OF MISSOURI, BY VIRTUE OF THE AUTHORITY VESTED IN
ME BY LAW, DO HEREBY CERTIFY AND DECLARE THIS ENTITY A BODY
CORPORATE, DULY ORGANIZED THIS DATE AND THAT IT IS ENTITLED TO
ALL RIGHTS AND PRIVILEGES GRANTED CORPORATIONS ORGANIZED UNDER
THE MISSOURI NONPROFIT CORPORATION LAW.

IN TESTIMONY WHEREOF, I HAVE SET MY
HAND AND IMPRINTED THE GREAT SEAL OF
THE STATE OF MISSOURI, ON THIS, THE
15TH DAY OF NOVEMBER, 1999.

Rebecca McDowell Cook
Secretary of State



\$25.00

Attachment Sheet

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION
ARTICLES of INCORPORATION

NOV 15 1999

(7) Dissolution. Upon dissolution of the corporation, the corporate assets shall be distributed to the members, or held in trust for the members by the Board of Managers; as the case may be, in accordance with the Missouri Uniform Condominium Act, Sections 448.1-101-448.4-120, Mo.Rev.Stat. ("Act") and the Documents, and not inconsistent with the Missouri Nonprofit Corporation Act, Chapter 355, Mo.Rev.Stat. ("NCA").

(8) Purpose. The purpose of the corporation shall be a condominium unit owners' association ("homeowners' association" under Section 355.025 of the NCA). The corporation is organized and shall be operated exclusively for nonprofit purposes within the meaning of the NCA, as may be amended. More particularly, the corporation is organized for the purpose of governance, maintenance, management, administration and operation of RIDGEVIEW PLACE CONDOMINIUM located in the County of St. Louis, Missouri, subject and pursuant to the Act and Restatement of Declaration of Condominium of Ridgeview Place Condominium as recorded on July 24, 1997 in Book 11235 Page 1651-1690 of the St. Louis County Recorder of Deeds Office, and the By-Laws of the Association, as may be amended (collectively referred to as the "Documents"). The corporation shall be governed by and subject to the Act and Documents, as amended, and shall have the authority and power to do any and all things not inconsistent with the NCA.

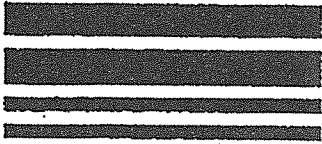
The corporation shall be deemed to be the unit owners' association of the Condominium, governed by and subject to the Act and Documents, and may sue and defend in its corporate name, pursuant to Section 355.131(1) of the NCA.

The members of the corporation shall consist of the respective "Unit Owners" of the Condominium in accordance with their respective percentages of ownership interest in the "Common Elements" as said terms are defined in the Acts and Documents. The members' rights, privileges, obligations, voting, and all other matters shall be governed by the Acts and Documents.

The members, directors and officers of the corporation, acting in said capacities, shall not be personally liable for the acts, debts, liabilities or obligations of the corporation, except to the extent of their respective percentages of ownership interest and except in the event of their intentional or grossly negligent acts.

The corporation shall act by and through the its Board of Managers (which shall be deemed to be one and the same as the board of directors as defined by Section 355.316 of the NCA) in all matters except for such actions as may be reserved exclusively to the Unit Owners, as members of the Association, pursuant to the Act and Documents.

These Articles of Incorporation may be amended by the Board; provided, however, that any such amendment shall not be prohibited by the NCA and shall not be inconsistent with or contrary to the Acts and Documents.



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GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: AMDT
GRANTOR: RIDGEVIEW PLACE CONDOMINIUM
TO:
GRANTEE:
PROPERTY DESCRIPTION: RIDGEMONT PLAT 1 L: 210 PB: 204 PG: 79

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to 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
00032

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 6 pages, (this page inclusive), was filed for record in my office on the 26 day of August 2014 at 07:50AM and is truly recorded in the book and at the page number printed above.

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

CF
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Law Office of Marvin J. Nodiff
500 N. Skinker Blvd
St. Louis, MO 63130

Destination code: 4003

RECORDING FEE 36.00
(Paid at the time of Recording)

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECORDING MEMORANDUM

Instrument: Third Amendment to Restatement of Declaration of Ridgeview Place Condominium

Grantor: Unit Owners of Ridgeview Place Condominium
c/o The Smith Management Group
1630 Des Peres Road, Suite 210, St. Louis, MO 63131

Grantee: Ridgeview Place Condominium Association
c/o The Smith Management Group
1630 Des Peres Road, Suite 210, St. Louis, MO 63131

Date: AUGUST 20, 2014

Legal Description: Exhibit "A" of Restatement of Declaration of Ridgeview Place Condominium, recorded July 24, 1997 in Book 11235, Page 1651 of St. Louis County, Missouri; copy attached hereto as Exhibit "A"

County: St. Louis County, Missouri

Return to: Law Office of Marvin J. Nodiff
500 North Skinker Boulevard
St. Louis, MO 63130
Phone: 314-727-8989

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2 and 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall control.

**THIRD AMENDMENT TO
RESTATEMENT OF DECLARATION
OF RIDGEVIEW PLACE CONDOMINIUM**

THIS THIRD AMENDMENT is made this 20th day of AUGUST, 2014 by the Board of Directors of Ridgeview Place Condominium Association ("Association").

WHEREAS, Ridgeview Place Condominium ("Condominium") was created in 1985 under the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo., as amended ("Act"), and is subject to the Restatement of Declaration of Ridgeview Place Condominium as recorded on July 24, 1997 in Book 11235, Page 1651, as amended by the First Amendment as recorded on December 19, 1997 in Book 11395, Page 1578, and the Second Amendment as recorded on April 1, 2011 in Book 19425, Page 1852, all of the records of St. Louis County, Missouri ("Declaration"); and

WHEREAS, the Association is the unit owners association of the Condominium, is organized as a Missouri nonprofit corporation, and is administered under its By-Laws, which are unrecorded ("By-Laws"); and

WHEREAS, certain real property comprising the Condominium was subjected to the Act, Declaration, and By-Laws, and subdivided into Units and Common Elements by virtue of the Plat as recorded on November 20, 1985 in Plat Book 242, Pages 79-80 of the records of St. Louis County, Missouri, as amended ("Plat"); said property is depicted on the Plat and is more particularly described in Exhibit "A" incorporated by reference herein, as may amended, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Association desires to continue to qualify the Condominium as an approved project to foster the availability of mortgage loans insured by the Federal Housing Administration ("FHA"); and

WHEREAS, FHA requires that certain provisions of the Declaration be amended to comply with FHA regulations and to qualify the Condominium as an approved project; and

WHEREAS, the Board may amend the Declaration, on its own authority, to bring the Condominium into compliance with conditions imposed by FHA as provided in Section 13.5 of the Declaration; and

WHEREAS, the Board desires and intends to amend the Declaration, as amended by the Second Amendment, to foster stability of tenancies by increasing the minimum initial term from six (6) months to twelve (12) months, and to continue compliance with FHA regulations to qualify the Condominium for mortgage loans insured by FHA.

NOW THEREFORE, the Declaration is amended as follows:

A. Subsection (d) of Section 5.11, relating to the term of leases, is deleted in its entirety and a new subsection (d), relating to the same subject, is inserted in lieu thereof to read as follows:

"(d) Every lease shall have a minimum initial term of twelve (12) months."

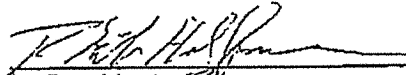
B. The Board of Directors of the Association, acting through its President and Secretary, is authorized to execute, certify and record this Amendment and, by their signatures below, said officers certify that this Amendment has been duly approved in accordance with Section 13.5 of the Declaration.

C. This Amendment shall be recorded in the records of St. Louis County, Missouri, shall be effective upon the date of recording, and shall apply to events and circumstances after the effective date.

IN WITNESS WHEREOF, the Board of Directors of Ridgeview Place Condominium Association, by its duly authorized officers, hereby certifies that the foregoing amendment has been adopted pursuant to the authority contained in Section 13.5 of the Declaration, and hereby executes this amendment on the date first above written.

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION,
a Missouri nonprofit corporation


By:



Its President PHIL HOFFMAN

[No Seal]

Attest:



Secretary

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

On this 20th day of August, 2014, before me appeared Phil Hoffman, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Ridgeview Place Condominium Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed on behalf of said corporation by the authority of its Board of Directors, and that said President acknowledged said instrument to be his/her free act and deed.

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.

Nicole M Brewer

My Commission Expires:

February 8, 2015

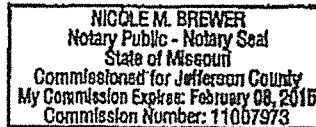


EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND IN SECTION 5, TOWNSHIP 44 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

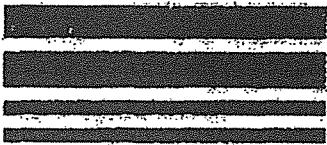
BEGINNING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 210 OF "RIDGEMONT PLAT 1" PER PLAT THEREOF RECORDED IN PLAT BOOK 204 PAGE 79 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 14 DEGREES 30 MINUTES EAST, ALONG THE EAST LINE OF SAID PLAT ONE, A DISTANCE OF 246.16 FEET TO AN ANGLE POINT; THENCE NORTH 8 DEGREES 25 MINUTES 11 SECONDS EAST, 348.29 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 203 OF "RIDGEMONT PLAT 1" PER PLAT THEREOF RECORDED IN PLAT BOOK 206 PAGES 89 AND 100 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 38 DEGREES 36 MINUTES 42 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PLAT 1, A DISTANCE OF 126.14 FEET; THENCE SOUTH 53 DEGREES 26 MINUTES EAST, 381.58 FEET; THENCE NORTH 34 DEGREES 34 MINUTES EAST, 9.00 FEET; THENCE SOUTH 33 DEGREES 26 MINUTES EAST, 40.00 FEET; THENCE SOUTH 19 DEGREES 21 MINUTES 30 SECONDS WEST, 126.67 FEET; THENCE SOUTH 23 DEGREES 22 MINUTES 25 SECONDS EAST, 48.64 FEET; THENCE SOUTH 18 DEGREES 30 MINUTES WEST, 48.00 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES 29 SECONDS WEST, 135.11; THENCE SOUTH 57 DEGREES 18 MINUTES 41 SECONDS WEST, 77.63 FEET TO A POINT IDENTIFIED AS POINT "A"; THENCE SOUTH 57 DEGREES 18 MINUTES 41 SECONDS WEST, 98.53 FEET; THENCE SOUTH 48 DEGREES 46 MINUTES 23 SECONDS WEST, 123.00 FEET; THENCE SOUTH 6 DEGREES 08 MINUTES 23 SECONDS WEST, 73.37 FEET TO A POINT IN THE NORTH LINE OF THE PETER BREEN ESTATES PARTITION; THENCE NORTH 88 DEGREES 53 MINUTES 37 SECONDS WEST, ALONG SAID NORTH LINE OF PETER BREEN ESTATE A DISTANCE OF 251.67 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 26.39 FEET TO A POINT IN THE EAST LINE OF HUNTLEY HEIGHTS DRIVE, 60 FEET WIDE; THENCE NORTH 14 DEGREES 30 MINUTES EAST ALONG SAID EAST LINE A DISTANCE OF 163.34 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 38.44 FEET TO A POINT IN THE NORTHERLY LINE OF A PRIVATE DRIVE, 60 FEET WIDE; THENCE SOUTH 89 DEGREES 53 MINUTES 37 SECONDS EAST ALONG SAID NORTHERLY LINE, BEING THE SOUTH LINE OF LOT 210 OF "RIDGEMONT PLAT 1" A DISTANCE OF 108.43 FEET TO THE POINT OF BEGINNING, EXCLUDING THEREFROM THE FOLLOWING TWO PARCELS IDENTIFIED AS PARCELS 1 AND 2, FUTURE EXPANSION AREA:

PARCEL 1 IS DESCRIBED AS COMMENCING AT PREVIOUSLY NOTED POINT "A"; THENCE NORTH 31 DEGREES 58 MINUTES WEST, A DISTANCE OF 48.00 FEET; THENCE SOUTH 58 DEGREES 01 MINUTES WEST, 28.00 FEET TO THE POINT OF BEGINNING OF PARCEL 1; THENCE SOUTH 58 DEGREES 01 MINUTES WEST, 145.00 FEET; THENCE NORTH 31 DEGREES 59 MINUTES WEST, 80.00 FEET; THENCE NORTH 88 DEGREES 01 MINUTES EAST, 145.00 FEET; THENCE SOUTH 31 DEGREES 59 MINUTES EAST A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2 IS DESCRIBED AS COMMENCING AT PREVIOUSLY NOTED POINT "A"; THENCE NORTH 31 DEGREES 59 MINUTES WEST A DISTANCE OF 48.00 FEET; THENCE NORTH 58 DEGREES 01 MINUTES EAST 21.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2; THENCE NORTH 31 DEGREES 59 MINUTES WEST, 80.00 FEET; THENCE NORTH 58 DEGREES 01 MINUTES EAST A DISTANCE OF 87.00 FEET; THENCE SOUTH 31 DEGREES 59 MINUTES EAST A DISTANCE OF 80.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 01 MINUTES WEST A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING.

SAID TOTAL TRACT LESS PARCELS 1 AND 2 CONTAINS 4.3512 ACRES MORE OR LESS.

BOOK : 19425 - Page : 1852



* 2011040100500 *

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

TYPE OF INSTRUMENT: AMDT
GRANTOR: RIDGEVIEW PLACE CONDO
TO:
GRANTEE:
PROPERTY DESCRIPTION: RIDGEVIEW PLACE CONDO

Lien Number

Notation
X

Locator

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, 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
00500

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 6 pages, (this page inclusive), was filed for record in my office on the 1 day of April 2011 at 04:08PM and is truly recorded in the book and at the page number printed above.

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

MLM2
Deputy Recorder



Janice M. Hammonds

St. Louis County, Missouri

Mail to:

MARVIN J NODIFF PC LAW OFFICE
500 N SKINKER BLVD
ST LOUIS, MO 63130

Destination code: 1771 M

RECORDING FEE 36.00
(Paid at the time of Recording)

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

RECORDING MEMORANDUM

Instrument: Second Amendment to Restatement of Declaration of Ridgeview Place Condominium

Grantor: Unit Owners of Ridgeview Place Condominium
c/o The Smith Management Group
1630 Des Peres Road, Suite 210
St. Louis, MO 63131

Grantee: Ridgeview Place Condominium Association
c/o The Smith Management Group
1630 Des Peres Road, Suite 210
St. Louis, MO 63131

Date: APRIL 1, 2011

Legal Description: Exhibit "A" of Restatement of Declaration of Ridgeview Place Condominium, recorded on July 24, 1997 in Book 11235, Page 1651 of the records of St. Louis County, Missouri; copy attached hereto as Exhibit "A"

County: St. Louis County, Missouri

Return to: Law Office of Marvin J. Nodiff
500 North Skinker Boulevard
St. Louis, MO 63130
Phone: 314-727-8989
Attn: Marvin J. Nodiff

**SECOND AMENDMENT TO
RESTATEMENT OF DECLARATION
OF RIDGEVIEW PLACE CONDOMINIUM**

THIS SECOND AMENDMENT is made this 16th day of March, 2011 by the Board of Directors of Ridgeview Place Condominium Association ("Association").

WHEREAS, Ridgeview Place Condominium ("Condominium") was created in 1985 under the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, RSMo., as amended ("Act"), and is subject to the Restatement of Declaration of Ridgeview Place Condominium as recorded on July 24, 1997 in Book 11235, Page 1651, as amended by the First Amendment as recorded on December 19, 1997 in Book 11395, Page 1578, all of the records of St. Louis County, Missouri ("Restatement"); and

WHEREAS, the Association is the unit owners association of the Condominium, is organized as a Missouri nonprofit corporation, and is administered under its By-Laws, which are unrecorded ("By-Laws"); and

WHEREAS, certain real property comprising the Condominium was subjected to the Act, Declaration, and By-Laws, and subdivided into Units and Common Elements by virtue of the Plat as recorded on November 20, 1985 in Plat Book 242, Pages 79-80 of the records of St. Louis County, Missouri, as amended ("Plat"); said property is depicted on the Plat and is more particularly described in Exhibit "A" incorporated by reference herein, as may amended, a copy of which is attached hereto as Exhibit "A;" and

WHEREAS, the Association desires to qualify the Condominium as an approved project to foster the availability of mortgage loans insured by the Federal Housing Administration ("FHA"); and

WHEREAS, FHA requires that certain provisions of the Declaration be amended to comply with FHA regulations and to qualify the Condominium as an approved project; and

WHEREAS, the Board may amend the Declaration, of its own authority, to bring the Condominium into compliance with conditions imposed by FHA as provided in Section 13.5 of the Declaration; and

WHEREAS, the Board desires and intends to amend certain provisions of the Declaration to comply with FHA regulations and to qualify the Condominium for mortgage loans insured by FHA.

NOW THEREFORE, the Declaration is amended as follows:

A. Section 5.2, relating to ownership by artificial entities, is deleted in its entirety and a new Section 5.2, relating to the same subject, is inserted in lieu thereof to read as follows:

"5.2 Ownership by Entity. In the event that other than a natural person is an Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent occupant of such Unit. All provisions of this Declaration shall apply to such designated occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby."

B. Subsection (d) of Section 5.11, relating to the term of leases, is deleted in its entirety and a new subsection (d), relating to the same subject, is inserted in lieu thereof to read as follows:

"(d) Every lease shall have an initial term of not less than thirty (30) days and no longer than six (6) months."

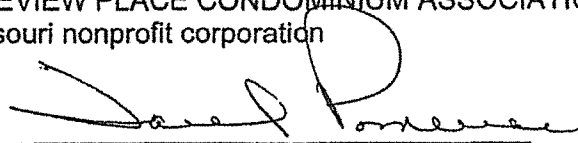
C. The Board of Directors of the Association, acting through its President and Secretary, is authorized to execute, certify and record this Amendment and, by their signatures below, said officers certify that this Amendment has been duly approved in accordance with Section 13.5 of the Declaration.

D. This Amendment shall be recorded in the records of St. Louis County, Missouri, shall be effective upon the date of recording, and shall apply to events and circumstances after the effective date.

IN WITNESS WHEREOF, the Board of Directors of Ridgeview Place Condominium Association, by its duly authorized officers, hereby certifies that the foregoing amendment has been adopted pursuant to the authority contained in Section 13.5 of the Restatement, and hereby executes this amendment on the date first above written.

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION,
a Missouri nonprofit corporation

By:


Its President JANET POMEROY

[No Seal]

Attest: Catherine O'Malley
Secretary

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

On this 16th day of March, 2011, before me appeared Janet Pomeroy, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Ridgeview Place Condominium Association, a Missouri nonprofit corporation, which has no seal, and that said instrument was signed on behalf of said corporation by the authority of its Board of Directors, and that said President acknowledged said instrument to be his/her free act and deed.

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.

Stacy Geary

My Commission Expires: May 19, 2014

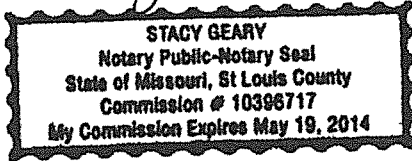


EXHIBIT "A"

LEGAL DESCRIPTION

A TRACT OF LAND IN SECTION 5, TOWNSHIP 44 NORTH, RANGE 5 EAST, ST. LOUIS COUNTY, MISSOURI MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING THE SOUTHEAST CORNER OF LOT 210 OF "RIDGEMONT PLAT 1" PER PLAT THEREOF RECORDED IN PLAT BOOK 204 PAGE 79 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 14 DEGREES 30 MINUTES EAST, ALONG THE EAST LINE OF SAID PLAT ONE, A DISTANCE OF 140.16 FEET TO AN ANGLE POINT; THENCE NORTH 0 DEGREES 25 MINUTES 11 SECONDS EAST, 348.29 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 203 OF "RIDGEMONT PLAT 1" PER PLAT THEREOF RECORDED IN PLAT BOOK 206 PAGES 99 AND 100 OF THE ST. LOUIS COUNTY RECORDS; THENCE NORTH 58 DEGREES 56 MINUTES 42 SECONDS EAST ALONG THE SOUTHERLY LINE OF SAID PLAT 2, A DISTANCE OF 126.14 FEET; THENCE SOUTH 55 DEGREES 26 MINUTES EAST, 381.58 FEET; THENCE NORTH 34 DEGREES 34 MINUTES EAST, 3.00 FEET; THENCE SOUTH 55 DEGREES 26 MINUTES EAST, 40.00 FEET; THENCE SOUTH 18 DEGREES 21 MINUTES 30 SECONDS WEST, 120.67 FEET; THENCE SOUTH 23 DEGREES 22 MINUTES 25 SECONDS EAST, 48.84 FEET; THENCE SOUTH 10 DEGREES 30 MINUTES WEST, 40.00 FEET; THENCE SOUTH 80 DEGREES 45 MINUTES 29 SECONDS WEST, 135.11; THENCE SOUTH 57 DEGREES 16 MINUTES 41 SECONDS WEST, 77.63 FEET TO A POINT IDENTIFIED AS POINT "A"; THENCE SOUTH 57 DEGREES 16 MINUTES 41 SECONDS WEST, 98.53 FEET; THENCE SOUTH 48 DEGREES 46 MINUTES 23 SECONDS WEST, 123.00 FEET; THENCE SOUTH 0 DEGREES 06 MINUTES 23 SECONDS WEST, 73.37 FEET TO A POINT IN THE NORTH LINE OF THE PETER BREEN ESTATES PARTITION; THENCE NORTH 89 DEGREES 53 MINUTES 37 SECONDS WEST, ALONG SAID NORTH LINE OF PETER BREEN ESTATE A DISTANCE OF 251.67 FEET TO A POINT OF CURVATURE; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 26.39 FEET TO A POINT IN THE EAST LINE OF HUNTLEY HEIGHTS DRIVE, 50 FEET WIDE; THENCE NORTH 14 DEGREES 30 MINUTES EAST ALONG SAID EAST LINE A DISTANCE OF 103.24 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, A DISTANCE OF 36.44 FEET TO A POINT IN THE NORTHERLY LINE OF A PRIVATE DRIVE, 60 FEET WIDE; THENCE SOUTH 89 DEGREES 53 MINUTES 37 SECONDS EAST ALONG SAID NORTHERLY LINE, BEING THE SOUTH LINE OF LOT 210 OF "RIDGEMONT PLAT 1" A DISTANCE OF 108.43 FEET TO THE POINT OF BEGINNING, EXCLUDING THEREFROM THE FOLLOWING TWO PARCELS IDENTIFIED AS PARCELS 1 AND 2, FUTURE EXPANSION AREA:

PARCEL 1 IS DESCRIBED AS COMMENCING AT PREVIOUSLY NOTED POINT "A"; THENCE NORTH 31 DEGREES 59 MINUTES WEST, A DISTANCE OF 49.00 FEET; THENCE SOUTH 58 DEGREES 01 MINUTES WEST, 28.00 FEET TO THE POINT OF BEGINNING OF PARCEL 1; THENCE SOUTH 58 DEGREES 01 MINUTES WEST, 145.00 FEET; THENCE NORTH 31 DEGREES 59 MINUTES WEST, 90.00 FEET; THENCE NORTH 58 DEGREES 01 MINUTES EAST, 145.00 FEET; THENCE SOUTH 31 DEGREES 59 MINUTES EAST A DISTANCE OF 90.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2 IS DESCRIBED AS COMMENCING AT PREVIOUSLY NOTED POINT "A"; THENCE NORTH 31 DEGREES 59 MINUTES WEST A DISTANCE OF 49.00 FEET; THENCE NORTH 58 DEGREES 01 MINUTES EAST 21.00 FEET TO THE POINT OF BEGINNING OF PARCEL 2; THENCE NORTH 31 DEGREES 59 MINUTES WEST, 90.00 FEET; THENCE NORTH 58 DEGREES 01 MINUTES EAST A DISTANCE OF 87.00 FEET; THENCE SOUTH 31 DEGREES 59 MINUTES EAST A DISTANCE OF 90.00 FEET TO A POINT; THENCE SOUTH 58 DEGREES 01 MINUTES WEST A DISTANCE OF 87.00 FEET TO THE POINT OF BEGINNING.

SAID TOTAL TRACT LESS PARCELS 1 AND 2 CONTAINS 4.3512 ACRES MORE OR LESS.

FIRST AMENDMENT TO
RESTATEMENT OF DECLARATION
OF RIDGEVIEW PLACE CONDOMINIUM

THIS FIRST AMENDMENT to the Restatement of Declaration of Ridgeview Place Condominium is made by the Board of Directors of Ridgeview Place Condominium Association this 17 day of DECEMBER, 1997.

WHEREAS, a certain Restatement of Declaration of Ridgeview Place Condominium was recorded on or about July 24, 1997 in Book 11235, Pages 1651 to 1690 of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri ("Restatement"); and

WHEREAS, Exhibit "B" of the Restatement contains a schedule of the Allocated Interests of the condominium units of Ridgeview Place Condominium; and

WHEREAS, said Exhibit "B" contains certain drafting errors in that the following Buildings numbers are incorrectly listed: Building 36 should be 36A, Building 51 should be 36B, and Building 52 should be 15B; and

WHEREAS, pursuant to Section 13.5 of the Restatement, the Board desires to correct said drafting errors to the effect that Exhibit "B" is consistent with the respective recorded plats, being Plat Four recorded at Plat Book 321, Page 6 (Building 36A), Plat Five recorded at Plat Book 321, Page 48 (Building 36B), and Plat Thirty recorded at Plat Book 329, Page 47 (Building 15B), of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri.

NOW THEREFORE, the Board of Directors of Ridgeview Place Condominium Association does hereby adopt a revised Exhibit "B" for the purpose of correcting the designation of the three Buildings as described above, and attaches said revised Exhibit "B" hereto and incorporates same by reference herein.

IN WITNESS WHEREOF, the Board of Directors of Ridgeview Place Condominium Association, by its duly authorized officers, hereby certifies that the foregoing amendment has been adopted pursuant to the authority contained in Section 13.5 of the Restatement, and hereby executes this amendment on the date first above written.

RIDGEVIEW PLACE CONDOMINIUM
ASSOCIATION, a Missouri nonprofit corporation

By: Thomas P. Duffy
Its President

THOMAS P. DUFFY

[No Seal]
Attest: Judith A. Olson
Secretary

IN WITNESS WHEREOF, the Ridgemont Condominium Association, Inc., by its duly authorized officers, hereby certifies that this Restatement of Declaration has been approved by 67% of the Owners in accordance with Section 448.2-117 of the Act and Section 13.1 of the Original Declaration, and hereby executes this instrument this 25 day of JUNE, 1997.

RIDGEMONT CONDOMINIUM ASSOCIATION,
INC., a Missouri corporation

By: Thomas P. Duffy
Its President

(NO SEAL)

Attest: Julie D. Dailey
Secretary

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

On this 25 day of June, 1997, before me appeared Thomas P. Duffy, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Ridgemont Condominium Association, Inc., a Missouri corporation, that said corporation has no seal, and that said instrument was signed in behalf of said corporation, and that said President acknowledged said instrument to be his/her free act and deed.

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.

Julie D. Dailey

My Commission Expires:

JULIE D DAILEY
NOTARY PUBLIC STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXP. MAY 9, 1999

REVISED EXHIBIT "B"

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION - (RIDGEMONT CONDOMINIUM ASSOCIATION)

"ALLOCATED INTEREST" for "UNDIVIDED COMMON ELEMENTS"

In Descending Order Of "UNIT SQ. FT." and "% ALLOCATED INTEREST" For "UNDIVIDED COMMON ELEMENTS":

ADDRESS	BLDG. NO.	Amend. #40 UNIT SQ. FT.	Amend. #40	Amend. #40
			% ALLOCATED INTEREST Calculated to 2 decimal places	% ALLOCATED INTEREST Recalculated to 5 decimal places
1724 Ridgeview Circle Drive	6	2830	0.69	0.69163
1740 Ridgeview Circle Drive	8	2830	0.69	0.69163
1762 Ridgeview Circle Drive	10	2830	0.69	0.69163
19 Ridgeview Circle Court	12	2830	0.69	0.69163
1675 Ridgeview Circle Drive	36A	2830	0.69	0.69163
1716 Highview Circle Court	38	2830	0.69	0.69163
1742 Highview Circle Court	41	2830	0.69	0.69163
1756 Highview Circle Court	42	2830	0.69	0.69163
1771 Highview Circle Court	44	2830	0.69	0.69163
1692 Ridgeview Circle Drive	1	2767	0.68	0.67623
744 Ridgeview Circle Lane	2	2767	0.68	0.67623
1816 Ridgeview Circle Drive	16	2767	0.68	0.67623
1822 Ridgeview Circle Drive	16	2767	0.68	0.67623
1826 Ridgeview Circle Drive	17	2767	0.68	0.67623
1838 Ridgeview Circle Drive	18	2767	0.68	0.67623
1844 Ridgeview Circle Drive	18	2767	0.68	0.67623
1866 Ridgeview Circle Drive	20	2767	0.68	0.67623
1886 Ridgeview Circle Drive	22	2767	0.68	0.67623
1890 Ridgeview Circle Drive	23	2767	0.68	0.67623
1896 Ridgeview Circle Drive	23	2767	0.68	0.67623
622 Highview Circle Drive	24	2767	0.68	0.67623
617 Highview Circle Drive	28	2767	0.68	0.67623
621 Highview Circle Drive	29	2767	0.68	0.67623
633 Highview Circle Drive	30	2767	0.68	0.67623
639 Highview Circle Drive	30	2767	0.68	0.67623
651 Highview Circle Drive	31	2767	0.68	0.67623
655 Highview Circle Drive	32	2767	0.68	0.67623
661 Highview Circle Drive	32	2767	0.68	0.67623
708 Ridgeview Circle Lane	35	2767	0.68	0.67623
1700 Highview Circle Court	37	2767	0.68	0.67623
1723 Highview Circle Court	49	2767	0.68	0.67623
1711 Highview Circle Court	50	2767	0.68	0.67623
1704 Ridgeview Circle Drive	4	2630	0.64	0.64275
1710 Ridgeview Circle Drive	5	2630	0.64	0.64275
1677 Ridgeview Circle Drive	36A	2630	0.64	0.64275
1714 Highview Circle Court	38	2630	0.64	0.64275
1734 Highview Circle Court	40	2630	0.64	0.64275
1736 Highview Circle Court	40	2630	0.64	0.64275
1766 Highview Circle Court	43	2630	0.64	0.64275
1769 Highview Circle Court	44	2630	0.64	0.64275
1737 Highview Circle Court	47	2630	0.64	0.64275
742 Ridgeview Circle Lane	2	2597	0.63	0.63468
55 Ridgeview Circle Court	14	2597	0.63	0.63468
1820 Ridgeview Circle Drive	16	2597	0.63	0.63468
1828 Ridgeview Circle Drive	17	2597	0.63	0.63468
1864 Ridgeview Circle Drive	20	2597	0.63	0.63468
1882 Ridgeview Circle Drive	22	2597	0.63	0.63468
625 Highview Circle Drive	29	2597	0.63	0.63468
635 Highview Circle Drive	30	2597	0.63	0.63468
637 Highview Circle Drive	30	2597	0.63	0.63468
706 Ridgeview Circle Lane	35	2597	0.63	0.63468
1702 Ridgeview Circle Drive	4	2493	0.61	0.60927
1712 Ridgeview Circle Drive	5	2493	0.61	0.60927

1722 Ridgeview Circle Drive	6	2493	0.61	0.60927
1742 Ridgeview Circle Drive	8	2493	0.61	0.60927
1764 Ridgeview Circle Drive	10	2493	0.61	0.60927
23 Ridgeview Circle Court	12	2493	0.61	0.60927
1744 Highview Circle Court	41	2493	0.61	0.60927
1754 Highview Circle Court	42	2493	0.61	0.60927
1764 Highview Circle Court	43	2493	0.61	0.60927
1761 Highview Circle Court	45	2493	0.61	0.60927
1763 Highview Circle Court	45	2493	0.61	0.60927
1739 Highview Circle Court	47	2493	0.61	0.60927
1688 Ridgeview Circle Drive	1	2335	0.57	0.57065
1690 Ridgeview Circle Drive	1	2335	0.57	0.57065
740 Ridgeview Circle Lane	2	2335	0.57	0.57065
35 Ridgeview Circle Court	13	2335	0.57	0.57065
1818 Ridgeview Circle Drive	16	2335	0.57	0.57065
1830 Ridgeview Circle Drive	17	2335	0.57	0.57065
1840 Ridgeview Circle Drive	18	2335	0.57	0.57065
1842 Ridgeview Circle Drive	18	2335	0.57	0.57065
1852 Ridgeview Circle Drive	19	2335	0.57	0.57065
1862 Ridgeview Circle Drive	20	2335	0.57	0.57065
1870 Ridgeview Circle Drive	21	2335	0.57	0.57065
1884 Ridgeview Circle Drive	22	2335	0.57	0.57065
1892 Ridgeview Circle Drive	23	2335	0.57	0.57065
1894 Ridgeview Circle Drive	23	2335	0.57	0.57065
624 Highview Circle Drive	24	2335	0.57	0.57065
626 Highview Circle Drive	24	2335	0.57	0.57065
606 Highview Circle Drive	25	2335	0.57	0.57065
604 Highview Circle Drive	26	2335	0.57	0.57065
605 Highview Circle Drive	27	2335	0.57	0.57065
611 Highview Circle Drive	28	2335	0.57	0.57065
615 Highview Circle Drive	28	2335	0.57	0.57065
623 Highview Circle Drive	29	2335	0.57	0.57065
647 Highview Circle Drive	31	2335	0.57	0.57065
649 Highview Circle Drive	31	2335	0.57	0.57065
657 Highview Circle Drive	32	2335	0.57	0.57065
659 Highview Circle Drive	32	2335	0.57	0.57065
665 Highview Circle Drive	33	2335	0.57	0.57065
704 Ridgeview Circle Lane	35	2335	0.57	0.57065
1702 Highview Circle Court	37	2335	0.57	0.57065
1704 Highview Circle Court	37	2335	0.57	0.57065
1731 Highview Circle Court	48	2335	0.57	0.57065
1719 Highview Circle Court	49	2335	0.57	0.57065
1721 Highview Circle Court	49	2335	0.57	0.57065
1705 Highview Circle Court	50	2335	0.57	0.57065
1709 Highview Circle Court	50	2335	0.57	0.57065
1720 Ridgeview Circle Drive	6	1807	0.44	0.44161
1738 Ridgeview Circle Drive	8	1807	0.44	0.44161
1744 Ridgeview Circle Drive	8	1807	0.44	0.44161
1758 Ridgeview Circle Drive	9	1807	0.44	0.44161
5 Ridgeview Circle Court	11	1807	0.44	0.44161
1712 Highview Circle Court	38	1807	0.44	0.44161
1722 Highview Circle Court	39	1807	0.44	0.44161
1740 Highview Circle Court	41	1807	0.44	0.44161
1768 Highview Circle Court	43	1807	0.44	0.44161
1751 Highview Circle Court	46	1807	0.44	0.44161
1753 Highview Circle Court	46	1807	0.44	0.44161
1741 Highview Circle Court	47	1807	0.44	0.44161
1684 Ridgeview Circle Drive	1	1781	0.44	0.43526
736 Ridgeview Circle Lane	2	1781	0.44	0.43526
43 Ridgeview Circle Court	13	1781	0.44	0.43526
47 Ridgeview Circle Court	14	1781	0.44	0.43526
1834 Ridgeview Circle Drive	17	1781	0.44	0.43526
1848 Ridgeview Circle Drive	19	1781	0.44	0.43526
1858 Ridgeview Circle Drive	20	1781	0.44	0.43526
1874 Ridgeview Circle Drive	21	1781	0.44	0.43526
1878 Ridgeview Circle Drive	22	1781	0.44	0.43526
630 Highview Circle Drive	24	1781	0.44	0.43526
610 Highview Circle Drive	25	1781	0.44	0.43526
600 Highview Circle Drive	26	1781	0.44	0.43526
601 Highview Circle Drive	27	1781	0.44	0.43526
607 Highview Circle Drive	28	1781	0.44	0.43526
629 Highview Circle Drive	29	1781	0.44	0.43526

Tom Duffy 4-11-97 (RCAALINT.XLS, Allocated Interest, Revised "B" Sq. Ft.)
 Revised 12-17-97

643 Highview Circle Drive	31	1781	0.44	0.43526
669 Highview Circle Drive	33	1781	0.44	0.43526
700 Ridgeview Circle Lane	35	1781	0.44	0.43526
1708 Highview Circle Court	37	1781	0.44	0.43526
1727 Highview Circle Court	48	1781	0.44	0.43526
1715 Highview Circle Court	49	1781	0.44	0.43526
1701 Highview Circle Court	50	1781	0.44	0.43526
1700 Ridgeview Circle Drive	4	1701	0.42	0.41671
1708 Ridgeview Circle Drive	5	1701	0.42	0.41671
1726 Ridgeview Circle Drive	6	1701	0.42	0.41671
1752 Ridgeview Circle Drive	9	1701	0.42	0.41671
1760 Ridgeview Circle Drive	10	1701	0.42	0.41671
1766 Ridgeview Circle Drive	10	1701	0.42	0.41671
15 Ridgeview Circle Court	12	1701	0.42	0.41671
1812 Ridgeview Circle Drive	15	1701	0.42	0.41671
712 Ridgeview Circle Lane	34	1701	0.42	0.41671
716 Ridgeview Circle Lane	34	1701	0.42	0.41671
1718 Highview Circle Court	38	1701	0.42	0.41671
1720 Highview Circle Court	39	1701	0.42	0.41671
1732 Highview Circle Court	40	1701	0.42	0.41671
1738 Highview Circle Court	40	1701	0.42	0.41671
1746 Highview Circle Court	41	1701	0.42	0.41671
1752 Highview Circle Court	42	1701	0.42	0.41671
1758 Highview Circle Court	42	1701	0.42	0.41671
1762 Highview Circle Court	43	1701	0.42	0.41671
1767 Highview Circle Court	44	1701	0.42	0.41671
1773 Highview Circle Court	44	1701	0.42	0.41671
1759 Highview Circle Court	45	1701	0.42	0.41671
1765 Highview Circle Court	45	1701	0.42	0.41671
1735 Highview Circle Court	47	1701	0.42	0.41671
1679 Ridgeview Circle Drive	368	1701	0.42	0.41671
1681 Ridgeview Circle Drive	368	1701	0.42	0.41671
1688 Ridgeview Circle Drive	1	1603	0.39	0.39176
738 Ridgeview Circle Lane	2	1603	0.39	0.39176
39 Ridgeview Circle Court	13	1603	0.39	0.39176
51 Ridgeview Circle Court	14	1603	0.39	0.39176
1832 Ridgeview Circle Drive	17	1603	0.39	0.39176
1850 Ridgeview Circle Drive	19	1603	0.39	0.39176
1860 Ridgeview Circle Drive	20	1603	0.39	0.39176
1872 Ridgeview Circle Drive	21	1603	0.39	0.39176
1880 Ridgeview Circle Drive	22	1603	0.39	0.39176
628 Highview Circle Drive	24	1603	0.39	0.39176
608 Highview Circle Drive	25	1603	0.39	0.39176
602 Highview Circle Drive	26	1603	0.39	0.39176
603 Highview Circle Drive	27	1603	0.39	0.39176
609 Highview Circle Drive	28	1603	0.39	0.39176
627 Highview Circle Drive	29	1603	0.39	0.39176
645 Highview Circle Drive	31	1603	0.39	0.39176
667 Highview Circle Drive	33	1603	0.39	0.39176
702 Ridgeview Circle Lane	35	1603	0.39	0.39176
1706 Highview Circle Court	37	1603	0.39	0.39176
1729 Highview Circle Court	48	1603	0.39	0.39176
1717 Highview Circle Court	49	1603	0.39	0.39176
1703 Highview Circle Court	50	1603	0.39	0.39176
1696 Ridgeview Circle Drive	3	1438	0.35	0.35143
1698 Ridgeview Circle Drive	3	1438	0.35	0.35143
1706 Ridgeview Circle Drive	4	1438	0.35	0.35143
1714 Ridgeview Circle Drive	5	1438	0.35	0.35143
1730 Ridgeview Circle Drive	7	1438	0.35	0.35143
1732 Ridgeview Circle Drive	7	1438	0.35	0.35143
1754 Ridgeview Circle Drive	9	1438	0.35	0.35143
1756 Ridgeview Circle Drive	9	1438	0.35	0.35143
1 Ridgeview Circle Court	11	1438	0.35	0.35143
27 Ridgeview Circle Court	12	1438	0.35	0.35143
1810 Ridgeview Circle Drive	15	1438	0.35	0.35143
714 Ridgeview Circle Lane	34	1438	0.35	0.35143
1806 Ridgeview Circle Drive	15B	1438	0.35	0.35143
1808 Ridgeview Circle Drive	15B	1438	0.35	0.35143
TOTAL:	409,181	100,12		100,00000

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION
INTEROFFICE MEMO

DATE: 12/12/97

TO: Jim Gilmour / Lee Hall / George Luberda / Fred Olson
Marie Ryan /

COPIES TO: Carole Ballard - DNI FAX: 576-0718 Pages:

FROM: TOM DUFFY Work Phone: 861-2600 ext. 215
Work Fax: 225-9854
Home Phone: 230-3228

SUBJECT: Building Identification No. Change ---- Revise Declaration

We have to follow the Building Numbering convention established by Kemp.

Thus we have to revise our Declaration Exhibit "B" to conform to Kemp's numbers:

Our current Building #36 ---- change back to ----- #36A

Our current Building #51 ---- change back to ----- #36B

Our current Building #52 ---- change back to ----- #15B

Attached are all relative documents for your review. We need a Resolution at
Wednesdays meeting to make these "drafting error" changes.



Tom

NODIFF & ELLIS

Attorneys at Law

Marvin J. Nodiff, P.C.
Elia M. Ellis

7777 Bonhomme, Suite 1910
Clayton, Missouri 63105-1968
(314) 725-5151 Fax 725-5161
mjnodiff@inlink.com
emellis@inlink.com

December 11, 1997

Mr. Thomas P. Duffy, President
Ridgeview Place Condominium Association
1675 Ridgeview Circle Drive
Ballwin, MO 63021

Re: Correcting Drafting Errors in Exhibit "B" of Restatement of Declaration

Dear Tom:

This will advise the Board of the findings of our research to determine whether Exhibit "B" of the Restatement correctly lists the Buildings.

We reviewed the plats at the Recorder's Office to identify the designation of the Buildings in Phase Two, and find that the Buildings listed in Exhibit "B" as #36, 51 and 52 are designated in the plats as #36A, 36B and 15B, respectively. This is also consistent with Amendment No. 40, the last of the developer's phasing amendments, and consistent with the information contained in our letter dated November 20, 1997. Enclosed please find copies of the following plats:

<u>Plat</u>	<u>PB/Page</u>	<u>Bldg #</u>	<u>Address</u>
Two	319/25	15	1812 Ridgeview Cir. Dr. (1 of 2)
Four	321/06	36A	1675-77 Ridgeview Cir. Dr. (2 of 2)
Five	321/48	36B	1679-81 Ridgeview Cir. Dr. (2 of 2)
Seven	321/88	15	1810 Ridgeview Cir. Dr. (1 of 2)
Thirty	329/47	15B	1806-08 Ridgeview Cir. Dr. (2 of 2)

Note that the Plats indicate Buildings 15 and 15B, rather than 15A and 15B.

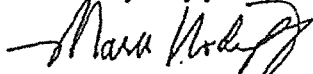
Mr. Thomas P. Duffy, President
December 11, 1997
Page 2

Our concern is that future closings on these units may have a factor of uncertainty because Exhibit "B" of the Restatement and the Plats are inconsistent. We should follow the official designations contained in the Plats by amending Exhibit "B" as follows: Building 36 should be 36A, Building 51 should be 36B, and Building 52 should be 15B.

Accordingly, enclosed please find a proposed amendment which the Board may execute without a vote of the owners because it is intended to correct drafting errors. Since you have both versions of Exhibit "B" on your computer, we would appreciate your making these corrections and forwarding a corrected copy (labeled "Revised Exhibit B") to us at the time the Board returns the executed Amendment.

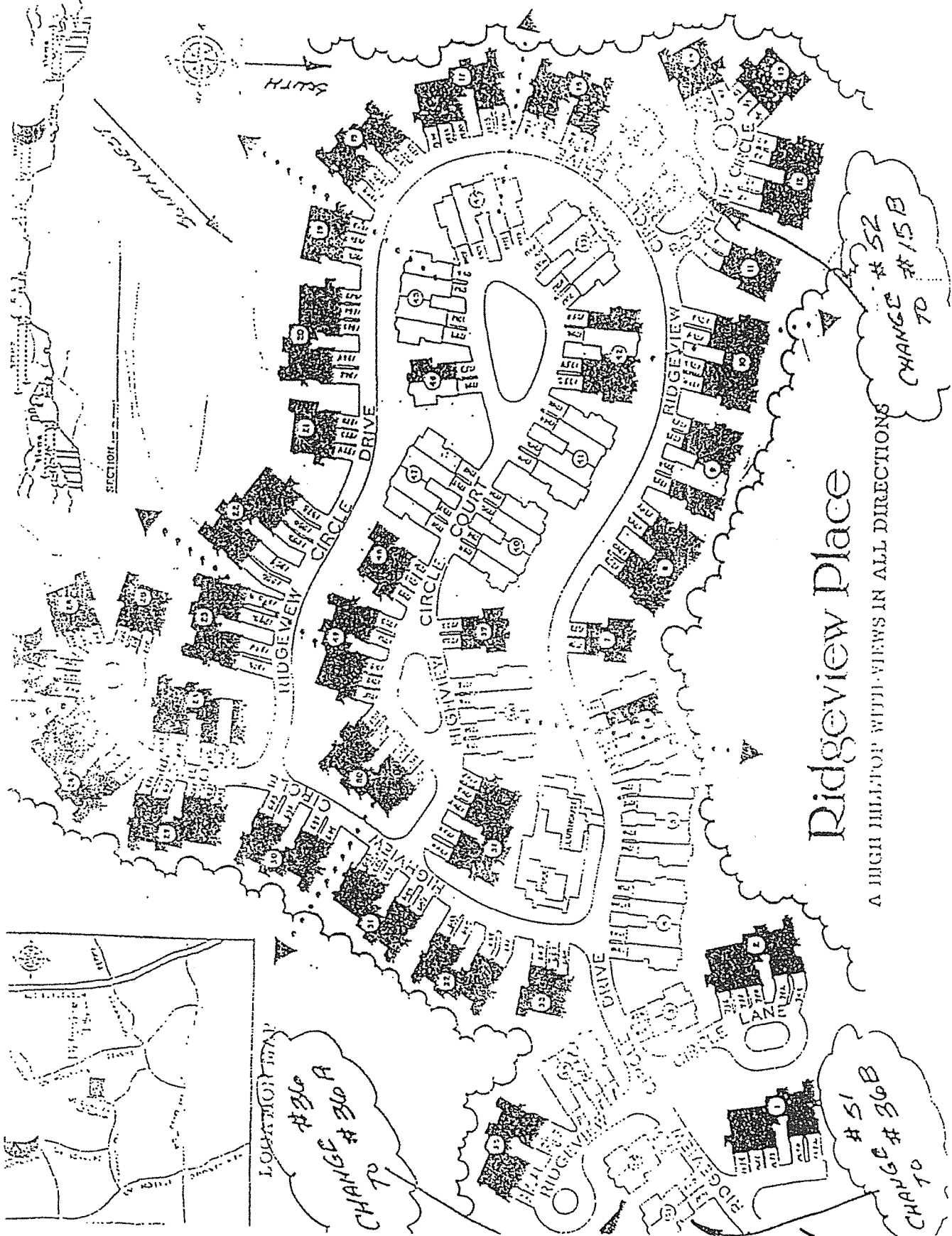
Thank you for your prompt and kind attention to this matter. Please feel free to call if the Board has any questions.

Very truly yours,



Marvin J. Nodiff

cc: Carole Ballard, DNI Properties, Inc.
Managing Agent (w/enclosure)



RIDGEMONT CONDOMINIUM ASSOCIATION, INC.
SUMMARY OF SIGNIFICANT CHANGES
IN RESTATEMENT OF DECLARATION

The Declaration of Condominium and Association By-Laws are the primary governing documents of the Condominium. In preparing these documents, the developer failed to take advantage of many benefits available in the new Uniform Condominium Act ("UCA"--1983). The documents were prepared with the developer's interests in mind. Now, the owners have the opportunity to improve and update the document based upon actual experience, as well as shape the character of the community for the future.

After several years of study and discussion, the Board prepared a proposed "Restatement" and By-Laws. A summary of the most significant changes follows (all references are to Restatement):

1. Name change to "Ridgeview Place." See Article II
2. Establish the Association as a Missouri nonprofit corporation (Article VI). The developer-drafted documents require an unincorporated association; yet, the developer ignored this provision and created a for-profit corporation, which is ill-suited for our purposes. If the Restatement is adopted, the Board would file the necessary papers with the Secretary of State.
3. Since assessments are the lifeblood of the Association, we tried to ensure that the Association has all available collection tools consistent with the UCA. This includes authority to accelerate the annual assessment, and broader coverage of the types of costs that the Association would be entitled to recover in a collection action. See Article IX. Adoption of the annual budget includes a vote of the Association, as required by the UCA. See Section 9.3. Restraints are placed on the authority to borrow money. See Section 8.10.
4. The definitions of units, common elements, and limited common elements have been expanded and clarified. See Article III.
5. The allocation of maintenance responsibilities and costs, particularly relating to limited common elements, has been clarified in more detail. See Article X.
6. The restrictions on use have been revised based on our actual experience over the years. We have tried to ensure that each restriction is reasonable for our community, clearly written, and legally enforceable. We added basic restrictions on vehicles and parking. We also tried to update certain restrictions, including the single-family requirement and satellite dishes, which have been affected by recent federal law or regulations, or by court cases. See Article V.
7. We have tried to streamline the documents wherever possible by deleting developer rights and other references to the developer that are no longer operative. Certain matters, such as condemnation and termination, are remote and may be adequately treated by reference to the UCA. See Article XI. Further, we located some details in the By-Laws, which are housekeeping rather than covenants affecting property. For example, the insurance provisions are in the new By-Laws, and a hearing procedure was added to the By-Laws. The By-Laws are intended for internal administration of the organization, are more flexible (majority required to amend rather than 2/3rds), and need not be recorded.
8. Provisions on relief and remedies have been broadened to be consistent with the UCA. In particular, the Association would be entitled to recover attorney's fees in the enforcement of restrictions, as well as in collection actions. In addition, binding arbitration for internal disputes (except unpaid assessments) is included because, we believe, it is a more amicable way to resolve disputes and, thus, is more suitable for a residential community where we are all neighbors. See Article XII.

BP11235/1651

RESTATEMENT OF DECLARATION

OF RIDGEVIEW PLACE CONDOMINIUM
(formerly known as Ridgemont Condominium)

ST. LOUIS COUNTY, MISSOURI

RESTATEMENT OF DECLARATION
OF RIDGEVIEW PLACE CONDOMINIUM
(formerly known as Ridgemont Condominium)

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RESTATEMENT OF DECLARATION OF CONDOMINIUM
OF RIDGEVIEW PLACE CONDOMINIUM
(formerly known as Ridgemont Condominium)

- THIS RESTATEMENT is made this 25 day of JUNE, 1997, by the owners of Ridgemont Condominium, and shall be effective upon the date of recording in the official records of the Recorder of Deeds of St. Louis County, Missouri.

WITNESSETH:

WHEREAS, Ridgemont Condominium was created by virtue of and subject to the Missouri Uniform Condominium Act, Sections 448.1-101 to 448.4-120, Mo.Rev.Stat. (1983) ("UCA") and the Declaration of Condominium of Ridgemont Condominium, as recorded on November 20, 1985, in Book 7837, Page 966, as amended ("Original Declaration") and a Condominium Plat on November 20, 1985, in Plat Book 242, Pages 79-80, as amended, ("Plat"), all of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri; and

WHEREAS, the Declaration and Plat were amended to include additional parcels of land, units and common elements in the Condominium; a schedule of said amendments and their respective recordation data is attached hereto as Exhibit "A"; and

WHEREAS, the real property subjected to the Condominium is more particularly described in the Original Declaration and Plat, and their respective amendments, as set forth in said Exhibit "A" attached hereto; and

WHEREAS, the completed condominium consists of one hundred ninety-three (193) units and appurtenant common elements; a schedule of said units is attached hereto as Exhibit "B"; and

WHEREAS, the members of the Association, being the owners of the Condominium, in compliance with Section 448.2-117 of the UCA and Article XIII of the Original Declaration desire to amend the Original Declaration to preserve the purposes and intent of the Original Declaration, to change the name of the Condominium to "Ridgeview Place Condominium," and to restate, modify, and delete certain provisions of the Original Declaration, and to incorporate and consolidate all the amendments into a single document to be known as the "Restatement of Declaration"; and

WHEREAS, it is the intent of this Restatement to foster Ridgeview Place Condominium as a first-class residential community, under a common scheme of restrictions and covenants for the mutual benefit of all owners and occupants, and that this document shall be liberally construed to effect these intentions.

NOW THEREFORE, the members of the Association, pursuant to said authority and procedure, do hereby restate and amend the Original Declaration as follows:

ARTICLE I. DEFINITIONS

The following terms, as used herein or elsewhere in any condominium documents relating to Ridgeview Place Condominium unless otherwise provided, are defined as:

1.1 Act: Means the Uniform Condominium Act, Sections 448.1-101 to 448.4-120 of the laws of the State of Missouri, 1983, as may be amended.

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

1.3 Association: Means Ridgeview Place Condominium Association (formerly known as Ridgemont Condominium Association, Inc.); a Missouri nonprofit corporation, the Owners' association of Ridgeview Place Condominium, organized under Chapter 355, Mo.Rev.Stat. and Section 448.3-101 of the Act and Article VI herein.

1.4 Board: Means the body designated in this Declaration to act on behalf of the Association and shall have the same meaning as the term "Executive Board" as used in Section 448.1-103(14) of the Act and "Board of Directors" in Section 355.316 of the General Nonprofit Corporation Act, Mo.Rev.Stat., and organized under Article VII herein.

1.5 Bylaws: Means the Bylaws of the Association, as may be amended.

1.6 Common Elements: Means all portions of the Condominium other than the Units.

1.7 Common Expenses: Means the expenses and financial liabilities of the Association, including:

- (a) Expenses of administration, maintenance, repair or replacement of the Common Elements, except those portions of the Limited Common Elements designated as the financial responsibility of the Owners;
- (b) Expenses declared to be Common Expenses by the Act or the Documents;
- (c) Expenses agreed upon as Common Expenses by the Association; and
- (d) Such reasonable reserves as may be established by the Association for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

1.8 Common Expense Liability: Means the liability for Common Expenses allocated to each Unit pursuant to Section 448.2-107 of the Act and Section 2.5(b) of this Declaration.

1.9 Condominium: Means Ridgeview Place Condominium, (formerly known as Ridgemont Condominium), as subject to the Original Declaration (as amended), portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of the Units; said property is more particularly described in the instruments listed in Exhibit "A" attached hereto and incorporated herein by reference.

1.10 Declarant: Means Ridgemont Condominium, Inc., and North County Realty and Development Co., their successors and assigns.

1.11 Declaration or Restatement: Means this instrument by which the Property is submitted to the provisions of the Act as may be amended.

1.12 Documents: Means the Declaration, Plat, Articles of Incorporation, By-Laws and Rules, as they may be amended, and any exhibit, schedule or certification which is a part thereof.

1.13 Limited Common Elements: Means the portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the units by the Declaration or by operation of Subsections (2) and (4) of Section 448.2-102 of the Act. The Limited Common Elements in the Condominium are described in Section 3.3 of this Declaration.

1.14 Original Declaration: Means the Declaration of Condominium of Ridgemont Condominium, as recorded in Book 7837, Page 966, of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri, as amended, said amendments being listed in Exhibit "A" attached hereto and incorporated by reference herein.

1.15 Person: Means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.16 Plat: Means the plat recorded at Plat Book 242, Pages 79-80 of the official records of the Office of Recorder of Deeds, St. Louis County, Missouri, as amended, said amendments being listed in Exhibit "A" attached hereto and incorporated by reference herein.

1.17 Rules: Means rules and regulations adopted by the Board pursuant to the Act and Documents, as may be amended.

1.18 Unit: Means a portion of the Condominium consisting of one Unit. Each Unit is designated and delineated on the Plat, and is designated by this Declaration for separate ownership.

1.19 Unit Owner or Owner: Means the Person or Persons, individually or collectively, who have taken fee simple ownership of a Unit.

ARTICLE II. SUBMISSION OF THE CONDOMINIUM TO THE ACT

2.1 Submission: The Condominium is submitted to the Act by virtue of the recording of the Original Declaration and Plat.

2.2 Name: The name of the Condominium is Ridgeview Place Condominium.

2.3 Association: The name of the Association is Ridgeview Place Condominium Association.

2.4 Location: The entire Condominium is situated in St. Louis County, Missouri, and is located on land described in the instruments listed in Exhibit "A" attached hereto and incorporated by reference herein.

2.5 Allocated Interests: The Allocated Interests are as follows:

- (a) Common Element Ownership is allocated on the basis of the floor area ("Unit Square Footage") of each Unit as a percentage of the total Unit Square Footage of all the Units, as set forth in Exhibit "B" attached hereto.
- (b) Common Expense Liability for Common Expenses of the Association is the formula utilized by the Declarant which is derived from, but not solely based upon, the Common Element Ownership. This formula provides that the Units be grouped by square footage into four (4) tiers wherein the largest Units (Group "A") equal 100, the second largest Units (Group "B") equal 91% of Group "A," the third largest Units (Group "C") equal 87% of Group "A," and the fourth largest Units (Group "D") equal 80% of Group "A," as set forth in Exhibit "C" attached hereto. Two or more Units, the boundaries of which are combined, shall be treated as separate Units for the purposes of this Section. Notwithstanding the foregoing, this Section shall not prohibit the apportionment of certain Common Expenses to particular Units pursuant to Section 9.2 of this Declaration.
- (c) Votes in the Association, for all purposes, are allocated on an equal basis, *i.e.*, each Unit having one vote.

2.6 Covenants Against Partition: As provided in Section 448.2-107.(5) of the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an undivided interest in the Common Elements made without the Unit to which that interest is allocated, or in a Unit made without the Common Elements and Limited Common Elements allocated to said Unit is void. Nothing contained herein shall prevent partition of a Unit between co-owners, if a co-owner has legal right thereto, except that any such partition shall not be in kind.

2.7 Condominium Ordinances: The Condominium is not subject to any ordinance of the County of St. Louis, Missouri, which is not also imposed upon physically similar developments under different forms of ownership. This statement is made by Declarant pursuant to Section 448.1-106 of the Act for the purpose of providing marketable title to the units of the Condominium.

ARTICLE III: UNITS, COMMON ELEMENTS
LIMITED COMMON ELEMENTS

3.1 Units:

- (a) The location and dimensions of each building and Unit are depicted in the Plat. The number of buildings is fifty-two (52), plus the Clubhouse. The number of Units is one hundred ninety-three (193).
- (b) The boundaries of each Unit, both as to vertical and horizontal planes, as shown on the Plat, are as follows:
 - (1) For vertical walls, the undecorated interior surfaces of the perimeter walls (plasterboard, wallboard, plaster, or concrete) facing the interior of the Unit. For finished or unfinished lower levels, this is the undecorated interior surface of the concrete foundation walls or the plasterboard, wallboard, or plaster on wooden stud walls, or the interior surface plane of exposed stud walls.
 - (2) For horizontal planes, the undecorated interior surfaces of the ceiling (whether plasterboard, wallboard or plaster) or floors (including the topmost surface of all subflooring) facing the interior of the Unit, and the bottommost surfaces of concrete lower level floors and garage floors. Lower level concrete floors and garage floors (in their entirety) are part of the Unit.
 - (3) For non-vertical or non-horizontal planes, for example, vaulted or angled ceilings, the boundary is the undecorated interior surface (plasterboard, wallboard, or plaster) facing the interior of the Unit.

Specifically, the decoration on the interior surfaces of such perimeter walls, ceilings, and subflooring, including without limitation, all paneling, tiles, wallpaper, paint, finished flooring, carpeting, the topmost surface of all subflooring, and any other materials constituting any part of the decorated surfaces thereof, and all spaces, interior partitions, and other fixtures and improvements within such boundaries are part of the Unit.

- (c) Subdivision, Conversion, and Relocation of Boundaries of Units. The subdivision of a Unit is expressly prohibited. Subject to other provisions of law and Section 448.2-112 of the Act, the boundaries between adjoining Units may be relocated.
- (d) Separate Parcels. Each Unit which has been created, together with its interest in the Common Elements, constitutes for all purposes a separate parcel of real estate, and shall be separately assessed and taxed.

3.2 Common Elements: The Common Elements include all portions of the Condominium other than the Units.

3.3 Limited Common Elements: The Limited Common Elements include those portions of the Common Elements allocated by this Declaration or depicted on the Plat, and are designated as follows:

- (a) The finished surfaces of all perimeter walls and ceilings, including and without limitation, the uppermost surface of all subflooring, paneling, tiles, wallpaper, paint, carpeting, finished flooring, and any other materials constituting any part of the finished surfaces thereof are a part of the Unit. Garage floors and lower level concrete floors (in the entirety) are part of the Unit. All other portions, including footings, structural members of the perimeter walls, subflooring, lath, wallboard, plasterboard, plaster, and floor or ceiling joists where they separate Units are a part of the Common Elements.
- (b) If any flue, duct, wire, conduit, 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; any portion thereof serving more than one but less than all units in a building is a Limited Common Element allocated to the Units served. By way of example and not of limitation, this includes plumbing, vents, wires, wastewater, electrical, and heating and air conditioning systems.
- (c) Subject to the provisions of subsection (b) of this Section 3.3, all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.
- (d) All attached garages are part of the Unit.
- (e) Any utility closet, storage closet, air conditioning unit and pad, and any light or other fixture designed to serve a single Unit, but located outside the Unit's boundaries, is a Limited Common Element allocated exclusively to that Unit.

- (f) All balconies and decks, patios, driveways, and walkways serving exclusively one or more of the units, but fewer than all of the Units, are Limited Common Elements as to such Unit(s).
- (g) If the designations contained in this Section 3.3 are inconsistent with the Plats or Plans, then this Section 3.3 shall control.

ARTICLE IV: EASEMENTS

4.1 Encroachment: Through construction, settlement or shifting of any building, should any part of the Common Elements encroach upon any part of a Unit, or should any part of a Unit encroach upon any part of the Common Elements or upon any other Unit, easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Owner or the Common Elements, as the case may be, for as long as encroachment exists, provided however, that no easement shall be created in the event the encroachment is due to the willful conduct of any Owner.

4.2 Easements to Owners: Perpetual easements are hereby established for all Owners in the Condominium, their families, tenants, guests, invitees and household employees, for use and enjoyment of all Common Elements. In addition thereto, each Owner is hereby granted an exclusive perpetual easement to use and occupy any portion of any deck, balcony, porch, exterior doorway, or terrace which adjoins his unit and to which he has sole access.

4.3 Easements in Gross: Each Owner shall have an easement in common with the Owners of the other Units to use all pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be subject to an easement in favor of the Owners of other Units to use the pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in such Unit and serving other Units. The Association, its appointees, employees or agents, shall have the right of access to each Unit to inspect same and remove violations therefrom and to inspect, maintain, repair or replace the Common Elements contained wholly or partially therein. The Condominium shall be subject to a perpetual easement to the Association, its appointees, employees or agents, for ingress and egress to perform its obligations and duties required by the Documents as may be adopted by the Association in accordance therewith. Should it be necessary to enter a Unit to inspect and remove a violation or to inspect, maintain, repair or replace any Common Element, the appointees, employees or agents of the Association shall be entitled to entrance by exhibiting to the Owner or occupant an order from the Board. Each Owner and/or occupant of a Unit shall not unreasonably interfere with such necessary entry. Forced entry, deemed necessary by the Association, shall not subject the Association, its appointees, employees or agents to trespass, but any damage to the Unit as a result of forced entry or as a result of any repair of a Common Element from within the Unit shall be repaired by the Association as part of the Common Expense. In the event any Owner or occupant shall fail to provide access to the Unit as herein provided, the Association shall (in addition to

exercising other lawful remedies) obtain an order of court for such access, and the costs and reasonable attorney fees in connection therewith shall be assessed against the Owner or occupant.

4.4 Utility Easements: Easements, as shown on the Plat or as may be subsequently granted by the Association are established and dedicated for sanitary and storm sewers, electricity, gas, water, and telephones and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage ways, gas mains, cable television, telephone wires and equipment and electrical conduits and wires over, under, along and on the portions of the Common Elements.

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

ARTICLE V: RESTRICTIONS

The use of the Units and Common Elements is restricted as follows upon the effective date of this Declaration; provided, however, that existing uses on said effective date shall not be deemed to be in violation of this Declaration, but violations existing under the Original Declaration may be prosecuted pursuant to said document after the effective date of this Declaration. The use of Units shall comply with all applicable local governmental Ordinances to the extent such are more restrictive:

5.1 Residential Use and Occupancy: Each Unit shall be used solely for single family residential purposes and the number of occupants shall be in compliance with the ordinances of St. Louis County.

5.2 Ownership by Entity: In the event that other than a natural person is an Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the occupants of such Unit, whether in substitution of or in addition to the persons initially designated, except with the prior written notice to the Board. All provisions of this Declaration shall apply to such designated occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby.

5.3 Compliance With Documents: Each Owner and occupant shall comply with all applicable provisions of the Act and Documents, and failure to comply with any such provisions shall be grounds for an action by the Association, an aggrieved Owner, or any person or class of persons adversely affected, for appropriate relief as provided in Article XII.

5.4 Obstructions and Objects: There shall be no obstructions or storage on any portions of the Common Elements without prior written consent of the Board. No clothes, laundry, decorations, statuary, or other articles or objects shall be hung or exposed in any portion of the Common Elements or on or about the exteriors of the buildings without the prior written consent of the Board. No awning, canopy, shutter, or radio antenna shall be affixed to or placed upon an exterior wall or roof or be visible from the exterior without the prior written consent of the Board.

5.5 Satellite Dishes, Antennas: Satellite dishes, antennas, and other video signal receiving devices may be installed by the Owners only in accordance with such reasonable rules as may be adopted from time to time by the Board in accordance with rules issued by the Federal Communications Commission. Other video signal receiving antennas and other devices, and video and audio signal transmitting antennas and other devices, not regulated by said FCC rules, may not be installed without prior written consent of the Board.

5.6 Signs: Except for reasonable and temporary real estate and election or political signs approved by the Board, no sign of any kind shall be displayed to the public view on any Unit or Common Element without the prior written consent of the Board. The Board shall have the right to erect reasonable and appropriate signs on the Common Elements.

5.7 Animals: No animals, reptiles, birds, rabbits, livestock, fowl or poultry of any kind shall be kept, raised, or bred in the Condominium, except that one cat and/or one dog or two cats or two dogs may be kept as pet(s) in a Unit. Fish maintained in a household aquarium shall not be deemed to be "animals" as defined herein. Any pet creating a nuisance or unreasonable disturbance or noise (in the sole judgment of the Board) shall be permanently removed from the Condominium within thirty (30) days of written notice from the Board.

5.8 Nuisances: No noxious or offensive activity as determined by the Board shall be carried on in any Unit, Common Elements, nor shall anything be done which will become an annoyance or a nuisance to other Owners or occupants.

5.9 Business Use: The Unit shall not be used as the principal place of a business, trade, occupation or profession of any kind. Any business use must be incidental to residential use. No business related activity or other activity carried on within the Unit shall constitute a nuisance or annoyance to Owners by unreasonable noise, disturbance, traffic or otherwise be in violation of local zoning or other ordinances.

5.10 Hazardous Use and Waste: Nothing shall be done to or kept in any Unit, Common Elements or Limited Common Elements that will increase, or cancel, any rate of insurance maintained with respect to the Condominium without the prior written consent of the Board. No Owner or occupant shall permit anything to be done or to be kept in his Unit or the Common Elements that will result in the cancellation of insurance maintained with respect to the Condominium, or that would be in violation of any law, or that will result in the

commitment of waste (damage, abuse or destruction) to or in his Unit or the Common Elements.

5.11 Restrictions on Leasing: Each Owner shall have the right to lease the Unit so owned for occupancy as defined in Section 5.1 and subject to the following requirements:

- (a) Every lease shall be in writing and shall be subject to all provisions of the Act and Documents. Whether expressed or not, every lease shall incorporate the Documents by reference thereto and shall include the provision that any violation of the Documents or covenants and provisions of the lease, other than non-payment of rent, shall be additional basis for termination of the lease by the Board.
- (b) Every lease shall be submitted to the Board for prior review so as to assure compliance with the Documents.
- (c) Every lease shall appoint the Board to act as agent and attorney-in-fact for the Owner for the purpose of enforcing the terms, covenants and conditions of said lease, other than the non-payment of rent. If any such violation is not cured within 30 days or such shorter time as may be provided for in the lease, the Board as attorney-in-fact shall have the right of action to evict or otherwise terminate the lease or the tenant's possession of the Unit. The Board shall have no liability to the Owner or tenant on account of any action taken pursuant to the Documents.
- (d) Every lease shall have minimum initial and renewal terms of at least six (6) months and no such lease shall be on a month-to month or hold-over basis.

5.12 Vehicles and Parking:

- (a) The following motor vehicles shall not be parked or stored in the Condominium, except in an enclosed garage:
 - (1) derelict, abandoned, or unlicensed vehicles,
 - (2) mobile homes,
 - (3) recreational vehicles,
 - (4) boats,
 - (5) trailers,
 - (6) motorcycles and all-terrain vehicles,

- (7) buses, trucks, or pick-up trucks in excess of one-half (1/2) ton, and
- (8) commercial vehicles, which shall mean any vehicle (except passenger automobiles) that has commercial signs or advertising, or has commercial equipment or materials visible.

This Section 5.12(a) shall not apply to vehicles used in connection with reasonable loading and unloading, deliveries, and services to Owners, provided that such use does not exceed twenty-four (24) hours.

- (b) No major repair or maintenance of any motor vehicle shall be carried on in any portion of the Condominium (except within their garage) without the prior written consent of the Board.
- (c) No vehicle shall be parked on a cul-de-sac between the hours of 6:00 a.m. and 6:00 p.m.
- (d) No vehicle shall be parked overnight on the streets of the Condominium. The term "overnight" shall mean between the hours of 12:00 midnight to 6:00 a.m.
- (e) All Owners or residents shall park their vehicles in their garage or driveway unless prior written consent is obtained from the Board.
- (f) Any vehicle in violation of this Section 5.12 may be removed at the Owner's expense, after reasonable notice and opportunity to be heard, unless the Board determines that an emergency exists.

ARTICLE VI OWNERS' ASSOCIATION

6.1 Creation: There shall be a Owners' association known as the "Ridgeview Place Condominium Association" (formerly known as "Ridgemont Condominium Association, Inc.") which shall be incorporated pursuant to Chapter 355, Mo.Rev.Stat., as a nonprofit corporation.

6.2 Membership: The membership of the Association at all times shall consist exclusively of all of the Owners or, following termination of the Condominium, of all former Owners entitled to proceeds under Section 448.2-118 of the Act, or their heirs, successors or assigns.

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

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

6.5 Indemnification: Except as otherwise provided in the Documents, the members of the Association and directors and officers of the Board shall not be individually or personally liable for the debts, liabilities or obligations of the Association, except to the extent of their Common Expense Liability as members of the Association and not to exceed the value of their respective Units.

ARTICLE VII BOARD OF DIRECTORS

7.1 Creation Number: There shall be a Board of Directors ("Board") which shall act on behalf of the Association except as expressly limited by the Documents. The Board shall consist of Directors who shall be Owners other than Declarant and who shall be elected by the Owners and serve as provided in the By-Laws. The number of Board members shall be provided in the By-Laws, but shall not be less than five (5).

7.2 Qualifications: For purposes of Board membership, an Owner shall be a resident of the Condominium, shall be a member in good standing (*i.e.*, not having any unresolved violations or delinquent assessments), and shall be deemed to include any officer or director of any corporate or partnership owner of a Unit as determined by duly authorized notice to the Board from said corporate or partnership owner. Only an Owner of record may serve on the Board. Not more than one (1) Owner of the same Unit may serve on the Board simultaneously.

ARTICLE VIII POWERS AND DUTIES OF THE ASSOCIATION

The powers and duties of the Association, acting by and through the Board except as may otherwise be expressly provided herein, shall include those set forth in the Act and Documents, and shall include the following:

8.1 Access: After notice and opportunity to be heard, except in the event of an emergency condition in the Board's judgment, the Board shall have the irrevocable right of access to each Unit and any Limited Common Element, at reasonable hours, as may be necessary for the maintenance, repair or replacement of the Unit or any Common Element or Limited Common Element therein or accessible therefrom or another Unit, or for making emergency repairs necessary to prevent damage to the Common Elements or to Limited Common Elements or to another Unit, to enter a Unit or upon land without constituting a trespass, to prevent, abate or terminate any infringement or to compel the performance of the Act or Documents by appropriate legal proceedings and at the expense of the offending party, including costs and reasonable attorney's fees incurred in such action.

8.2 Budgets: The power to adopt and amend budgets for revenues, expenditures and reserves of the Association and to levy and collect assessments.

8.3 Utility Easements: The power to establish, grant and dedicate easements for public utilities, (including, but not limited to cable television) in addition to any shown on the Plat, and leases, licenses and concessions in, over and, through the Common Elements.

8.4 Contracting: The power to employ and terminate a managing agent and employees, to retain professional services, and to enter into contracts with others to carry out the responsibilities of the Association.

8.5 Rulemaking: The power to adopt and amend reasonable Rules, after notice and opportunity to comment for the Owners, and to require permits for particular use of the Common Elements, and to revoke same, for the maintenance and conservation of the Association and for the health, comfort and welfare of the community as a whole, and to implement the intent and purposes of the Act and Documents. The Board may, from time to time, assign surface parking spaces for the exclusive use of particular Owners. All Owners, tenants, mortgagees, occupants, guests and invitees shall be subject to such Rules.

8.6 Standing: The power to institute, defend or intervene in arbitration, litigation or administrative proceedings in its own name and on behalf of itself or two (2) or more Owners on matters affecting the Condominium or Association.

8.7 Penalties: The power to impose interest and charges for late payment of assessments and, after notice and opportunity to be heard, to levy reasonable fines and/or penalties, including withdrawing use of recreational facilities and/or the right to vote and to serve on the Board, for violations of the Documents.

8.8 Administrative Charges: The power to impose reasonable charges for the preparation and recordation of amendments to the Declaration, resale certificates as may be required, or statements of unpaid assessments.

8.9 Insurance: The power to purchase and maintain in force such insurance pursuant to Section 448.3-113 of the Act and as deemed appropriate by the Board and to the extent reasonably available, including but not limited to, property insurance, workers compensation, liability insurance protecting the Association, its officers, the Board, and the Owners, directors' and officers' liability insurance, and the power to provide for the indemnification of the directors and officers and the members of the Association.

8.10 Borrowing: The power to borrow funds, including the right to encumber Association assets and to assign its rights to future income (including the right to receive assessments) subject to Section 9.3(b) of this Declaration, and to enter into a multi-year commitment to retire debt as evidenced by a resolution approved or adopted by the Association for this purpose.

8.11 Conveyance of Common Elements: Property owned by the Association, or portions of the Common Elements, may be conveyed or subjected to a Security Interest by the Association only as provided in Section 448.3-112 of the Act.

8.12 Compliance with Governmental Regulations: The power to take such actions as may be reasonable and necessary to comply with applicable federal, state and local laws, statutes, ordinances and regulations.

8.13 General: The power to exercise such other powers as may be provided in the Act, its Articles of Incorporation or By-Laws, or the general nonprofit corporation law of the State of Missouri, not inconsistent with the Act and Documents, and to exercise all other powers that may be exercised in Missouri by legal entities of the same type as the Association and any other powers necessary and proper for the governance and operation of the Association and enforcement of the Documents.

8.14 Limitations: The Board shall not have any power to amend the Declaration, to terminate the Condominium, or to elect members of the Board or determine the qualifications, powers and duties, or terms of office of Directors, but the Board may fill vacancies in its membership.

ARTICLE IX ASSESSMENTS: LIABILITY AND COLLECTIONS

9.1 Authority: The Association, through its Board and pursuant to the Act and Documents, shall annually determine and fix the sums necessary to provide for the Common Expenses. An Owner, regardless of the manner in which he acquired title to his Unit, shall be liable for all assessments coming due while he is the Owner of his Unit.

9.2 Common Expense Assessments Which May be Apportioned to Fewer Than All the Units: Notwithstanding the allocation stated in Section 2.5(b):

- (a) Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element may, in the Board's discretion, be assessed against the Unit(s) which is benefited by that Limited Common Element, equally or on any other basis deemed equitable by the Board under the circumstances.
- (b) Any Common Expense for services provided by the Association to an individual Unit or group of Units at the request of such Owner(s) shall be assessed against the Unit(s) which benefits from such service.
- (c) Any Common Expense, the benefits of which accrue to less than all the Units may, in the Board's discretion, be assessed equally to each Unit or to the Units in the group benefiting therefrom.

- (d) Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against that Unit.
- (e) Fees, charges, late charges, fines, collection costs, interest and attorney's fees charged against an Owner pursuant to the Act and the Documents are enforceable as Common Expense assessments.
- (f) Assessments to pay a judgment against the Association shall be made only against the Owners of the Condominium at the time the judgment was entered, in proportion to their Common Expense Liabilities.
- (g) Any Owner, following notice and opportunity to be heard, shall be liable for any damages to any person, any other Unit or to the Common Elements caused by intentional or negligent acts by him or his tenants, occupants, servants or employees, or by his failure or the failure of his tenants, occupants, servants or employees to properly maintain, repair or make replacements to his Unit, including but not limited to all mechanical and electrical systems or Limited Common Elements.
- (h) If Common Expense Liabilities are reallocated, Common Expense assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

9.3 Preparation and Adoption of Budget:

- (a) The Board shall deliver a summary of each proposed annual budget to the Owners and set a date for a meeting of the Owners to consider ratification. Unless at the meeting a majority of all the Owners entitled to vote reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected, the periodic budget last ratified by the Owners and the then-current assessment schedule shall be continued until such time as the Owners ratify a subsequent budget proposed by the Board.
- (b) In the event that, at any time during the year, the Board shall determine that its estimate is insufficient to meet current operating expenses, or that a special assessment is required, the Board shall notify each Owner, in writing, as to the amount of the revised budget or special assessment, which shall then become effective as follows:
 - (1) In the event said revision of Common Expense assessments constitutes an increase in assessments of ten percent (10%) plus any marginal rounding to two (2) decimal places, or less, it shall be effective on the date stated in said notice. Two or more revisions currently in effect shall be treated in the aggregate.

(2) In the event said revision or special assessment constitutes an increase in assessments of more than ten percent (10%) plus any marginal rounding to two (2) decimal places, it shall be effective subject to approval as provided in Section 9.3(a) above. Two or more revisions currently in effect shall be treated in the aggregate.

(c) No capital improvement over Five Thousand Dollars (\$5,000.00) may be made without the consent of at least sixty-seven percent (67%) of the Units. For the purposes of this provision, "capital improvements" shall mean any addition to the Common Elements not included in the original development.

9.4 Certificate of Payment of Common Expense Assessments: The Association, upon written request, shall furnish to an Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Board and each Owner.

9.5 Monthly Payment of Common Expenses: All Common Expenses assessed under Section 9.1 shall be due and payable monthly; other assessments shall be due as may be determined by the Board.

9.6 Acceleration of Common Expense Assessments: In the event of default for a period of sixty (60) days by any Owner in the payment of any Common Expense assessment levied against his or her Unit, the Board shall have the right to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

9.7 Accounting and Shortages: Following the end of each fiscal year, the Board shall furnish to all Owners an itemized accounting of all income and expenses of the preceding calendar year. Any surplus funds of the Association remaining after payment of or provision for Common Expenses, shall be paid or credited to the Owners in proportion to their Common Expense Liability or added to Reserves as directed by the Board.

9.8 Personal Liability of Owners: The Owner of a Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment in addition to the lien provided in Section 9.12 of this Declaration. Personal liability for the assessment shall not pass to a successor in title to the Unit unless he or she agrees to assume the obligation.

9.9 No Waiver of Liability: The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Element, services or recreation facilities, or by abandonment of the Unit against which the assessment was made, or by reliance upon assertion of any claim against the Board, Association, Declarant, or another Owner.

9.10 Interest and Late Fees:

- (a) Assessments and installments thereof, plus late fees not paid when due, shall bear interest from the due date until paid, at the rate of twelve percent (12%) per annum, or any other legal rate (not exceeding 18%) adopted by resolution of the Board with notice to all Owners.
- (b) If any Owner fails to pay his monthly installment within the time specified by the Board, the Board shall charge a late fee of Ten Dollars (\$10.00), or any other fee (not exceeding \$25.00) adopted by resolution of the Board with notice to all Owners. The Board may adopt and enforce such other reasonable charges as appropriate to the collection of assessments.

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

9.12 Lien for Assessments:

- (a) In addition to each Owner's personal liability, the Association has a lien on a Unit for an assessment levied against the Unit or fines imposed against its Owner from the time the assessment or fine becomes due. Fees, charges, late charges, fines and interest, court costs and attorney's fees, charged pursuant to the Act and the Documents are enforceable as assessments under this Section. If an assessment is payable in installments, including the annual assessment, the full amount of the assessment is a lien from the time the first installment thereof becomes due.
- (b) A lien under this Section is prior to all other liens and encumbrances on a Unit except: (1) liens and encumbrances recorded before the recordation of this Declaration; (2) a first Security Interest on the Unit recorded before the date on which the assessment sought to be enforced became delinquent; and (3) liens for real estate taxes and other governmental assessments or charges against the Unit. This Subsection does not affect the priority of mechanics' or materialmen's liens, or the priority of a lien for other assessments made by the Association. A lien under this Section is not subject to Section 513.475, Mo.Rev.Stat.
- (c) Recording of this Declaration constitutes record notice and perfection of the lien. Further recording of a claim of lien for assessment under this Section is not required, but may be done in the Board's discretion.
- (d) A lien for an unpaid assessment is extinguished unless proceedings to enforce the lien are instituted within three (3) years after the full amount of the assessment becomes due; provided, that if an owner of a Unit subject to a lien

under this Section files a petition for relief under the United States Bankruptcy Code, the period of time for instituting proceedings to enforce the Association's lien shall be tolled until thirty (30) days after the automatic stay of proceedings under Section 362 of the Bankruptcy Code is lifted.

- (e) This Section does not prohibit an action to recover sums for which Subsection (a) of this Section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.
- (f) A judgment or decree in any action brought under this Article IX shall include costs and reasonable attorney's fees for the prevailing party.
- (g) A judgment or decree in an action brought under this Article IX is enforceable by execution of the judgment.
- (h) The Association's lien may be foreclosed in like manner as a power of sale under Chapter 443, Mo.Rev.Stat., in which event the Association shall give reasonable notice of its action to each lien holder of a Unit whose interest would be affected.

ARTICLE X MAINTENANCE, REPAIR and REPLACEMENT

10.1 Common Elements: The Association shall maintain, repair and replace the Common Elements, except those Limited Common Elements which are the responsibility of each Owner pursuant to Section 10.3 and except as otherwise may be provided herein. Surface parking spaces shall be maintained by the Association as a Common Expense. The Association may be responsible for damage to Units caused by a failure of the Common Elements only to the extent that such damage was caused by a negligent act or omission of the Board.

10.2 Units: Each Owner shall maintain, repair and replace, at his own expense, all portions of his Unit as defined by Section 3.1, and shall do nothing that would increase the rate of the Association's insurance, or expose other Units or the Common Elements to peril, or be in violation of law.

10.3 Limited Common Elements:

- (a) The Association shall maintain the following Limited Common Elements as a Common Expense: covered entryways, porches, balconies, decks and structural members thereof (including repairs and sealing), patios, exterior front light fixtures (not including bulbs), sidewalks and walkways, driveways (including asphalt and sealing), mailboxes and posts, wrought iron fences and gates, brick garden planters, brick pillars and entry arbors, wood planters,

window box planters, skylights, exterior door jamb, frame and trim (the door to be maintained by the unit owner).

- (b) Each Owner shall maintain, repair or replace, at his own expense, any Limited Common Elements that are part of or allocated exclusively to the Unit as specified in Section 3.3, excluding those specified in Section 10.3(a). Specifically, the Owner is responsible for, but not limited to, the following: exterior utility/storage closets, air conditioner unit and pad, exterior lights and electrical outlets (except as noted in Section 10.3(a)), dryer vents and stacks, furnace vents and stacks, chimneys and flues, exterior water faucets, garage doors and all related operating mechanisms, garage and lower level concrete floors, door bell, enclosed decks, utilities serving one unit (gas/water/electric meters and supply lines), sewer back-up and related damages (endorsement to Home Owners Insurance Coverage required by Owner if they want to cover sewer back-up), interior damage caused by exterior leaks, exterior doors, thresholds, weather-stripping and hinges (exterior door jamb, frame, and trim to be maintained by the Association); painting of exterior doors and garage doors at any time other than when building is painted (the Association will paint exterior doors when the building is painted), exterior windows sash, glazing, and screens (exterior window frame and trim to be maintained by the Association), water damage caused by hydrostatic water pressure through and around walls and floors, interior landscaping and maintenance of court yards. In the event it is necessary to replace an entire window and frame, or door and frame (except garage doors), the Association and Owner shall equally share all costs of purchase and installation.
- (c) Each Owner shall maintain, repair and replace, at his own expense, any alteration, decoration, addition, removal or change made by the Owner outside his Unit, whether with or without the approval of the Board as provided in Section 10.4. In the event any such alteration, decoration, addition, removal or change becomes deteriorated or unsightly in the opinion of the Board, the Board may, after notice and opportunity to be heard, require the Owner to repair or replace it at the Owner's expense.
- (d) Repairing or replacing any Limited Common Elements, normally maintained by the Association, but caused by negligence of the Owner (as determined by the Board) will be repaired by the Association at the Owner's expense.
- (e) In the event any Owner shall fail to carry out any responsibility under Sections 10.2 or 10.3, the Board shall have the right to exercise its authority under Section 8.1, in the Board's sole discretion.

10.4 Alterations: An Owner may, at his expense, alter the size of a balcony, deck or patio allocated to his Unit as a Limited Common Element, or improve the space beneath such

balcony, deck or patio, or alter or improve the appearance of the Common Elements (such as plantings and gardens), but only with the prior written consent of the Board, which shall review the plans as to consistency with the original development relative to dimensions, materials, appearance and other related criteria, subject to such reasonable rules as the Board may adopt and amend from time to time. The Owner and subsequent Owners shall be responsible for the ongoing maintenance of such alterations.

ARTICLE XI CONDEMNATION, SALE AND TERMINATION

11.1 Condemnation: If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable only in accordance with Section 448.1-107 of the Act.

11.2 Sale or Termination: Except in the case of taking all of the Units by eminent domain, the Condominium may be sold or terminated only by agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Association are allocated and pursuant to Section 448.2-118 of the Act.

ARTICLE XII RELIEF AND REMEDIES

12.1 Relief, Attorney's Fees: In the event of any dispute or claim between or among Owners, or between an Owner or Owners and the Association (including its Board, directors and officers), or if any person subject to the Act or Declaration fails to comply with any provision of the Act or the Documents, any persons or class of persons adversely affected thereby has a claim for appropriate relief. Punitive damages may be awarded in the case of a willful, wanton and malicious failure to comply with any provision of the Act. The prevailing party shall be entitled to recover reasonable attorney's fees, court costs and expenses incurred in such action.

12.2 Arbitration: Except as may be preempted by state or federal law, the parties to a dispute, claim, or failure to comply under Section 12.1 of this Declaration may voluntarily agree to resolve such matter by a binding arbitration proceeding in lieu of judicial action. Unless otherwise agreed upon by the parties, such arbitration proceeding shall take place in the County of St. Louis, State of Missouri, in accordance with the rules of the American Arbitration Association and with Chapter 435, Mo.Rev.Stat., the cost of the arbitration shall be borne by the losing party, and the arbitrator may award reasonable attorney's fees as provided in Section 12.1. If arbitration as provided herein is selected, the results shall be binding and shall be enforceable in a court of competent jurisdiction.

ARTICLE XIII
AMENDMENTS TO DECLARATION

13.1 General: Except in cases of amendments that may be executed by the Association under Section 448.1-107 of the Act, or by certain Owners under 448.2-112 of the Act, this Declaration, including the Plat and Plans, may be amended only by vote or agreement of the Owners of Units to which at least a sixty-seven percent (67%) of the votes in the Association are allocated.

13.2 Limitation of Challenges: No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than one (1) year after the amendment is recorded.

13.3 Recordation of Amendments: Each amendment to the Declaration shall be recorded in St. Louis County and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Section 448.2-112 of the Act, must be indexed in the grantee's index in the name of the Condominium and the Association and in the grantor's index in the name of the parties executing the amendment.

13.4 Execution of Amendments: An amendment to the Declaration required by the Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated in the By-Laws for that purpose or, in the absence of designation, by the President and certified by the Secretary.

13.5 Board Amendments: Notwithstanding anything to the contrary, the Board is authorized to amend this Declaration to correct drafting errors or to bring the Condominium into compliance with conditions imposed by lenders providing government-insured loans.

ARTICLE XIV
GENERAL PROVISIONS

14.1 Captions: The captions of the various Articles and Sections are for purposes of reference only and are not deemed to have any substantive effect.

14.2 Validity:

- (a) The Documents are intended to comply with the requirements of the Act and Chapter 355, Mo.Rev.Stat. (Nonprofit Corporation Act). In the event of any conflict between the Documents and the provisions of the statutes, the provisions of the statutes shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control.

- (b) Title to a Unit and Common Elements is not rendered unmarketable or otherwise affected by reason of an insubstantial failure of the Declaration to comply with the Act. Whether or not a substantial failure impairs marketability shall not be affected by the Act.

14.3 Manner of Giving Notice: Notices required to be given to the Association may be delivered to any member of the Board, or their representatives, either personally or by first class and/or certified mail addressed to such member or officer at his Unit, return receipt requested.

14.4 Notice in Event of Death: Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by first class and/or certified mail, return receipt requested, to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

14.5 Acceptance by Grantee: Each grantee of Declarant by the acceptance of a deed of conveyance, and each subsequent purchaser, by similar acceptance, accepts the same subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by the Act and the Documents, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any persons having at any time any interest or estate in the Condominium and shall inure to the benefit of such Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

14.6 No Waiver: No covenants, restrictions, conditions, obligations or provisions contained in the Act and Documents shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

14.7 Saving Clause: The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

14.8 Interpretation: The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first-class condominium development. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule against Perpetuities or is not subject to Section 448.2-103(2) of the Act, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri law or for the life or lives in being of any purchaser plus twenty-one (21) years and ten (10) months thereafter.

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14.9 Operative Effect: This Declaration shall be in full force and effect upon the recordation in the Office of the Recorder of Deed Records in St. Louis County, Missouri.

14.10 Limitation of Liability: The liability of each Owner for Common Expenses shall be limited to his Common Expense Liability in accordance with the Act and Documents. An Owner may be personally liable for the acts or omissions of the Association in relation to the use of the Common Elements but only to the extent of his Common Expense Liability, and shall not exceed the value of his Unit. Each Owner shall be liable for injuries or damages resulting from an accident in his own Unit to the same extent and degree that the owner of a house could be liable for such an occurrence.

14.11 By-Laws: The administration of the Association and operation of the Association shall be governed by the By-Laws, which shall at all times contain the minimum requirements specified in Section 448.3-106 of the Act unless provided for in this Declaration, and which need not be recorded. Except for matters that may be expressly reserved to the Owners, the By-Laws may be amended as provided in the By-Laws.

14.12 Master Association: The Board may delegate any of the powers described in Article Ten of this Declaration, but only such powers as are expressly delegated, to a profit or nonprofit corporation or unincorporated association to exercise such powers for the benefit of the Condominium in accordance with Section 448.2-120 of the Act.

14.13 Merger and Consolidation: The Condominium may be merged or consolidated with one or more condominiums into a single condominium in accordance with Section 448.2-121 of the Act.

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RESTATEMENT OF DECLARATION OF CONDOMINIUM
OF RIDGEVIEW PLACE CONDOMINIUM
(formerly known as Ridgemont Condominium)

Exhibit A

Declaration and Amendments			Plats	
Date	Description	Deed Book/Page	Description	Plat Book/Page
11/20/85	Declaration of Condominium of Ridgemont Condominium	7837/966	Plat One	242/79-80
6/20/86	Amendment Number One of Declaration of Condominium for Ridgemont Condominium	7929/1352		
6/20/86	Amendment Number Two of Declaration of Condominium for Ridgemont Condominium	7929/1449	Amended Plat Two	249/12-14
11/26/86	Amendment Number Three of Declaration of Condominium for Ridgemont Condominium	8021/726	Amended Plat Three	255/28-29
11/28/86	Amendment Number One of Declaration of Condominium for Ridgemont Condominium (corrected)	8022/1094		
11/28/86	Amendment Number Two of Declaration of Condominium for Ridgemont Condominium (corrected)	8022/1098		
6/15/87	Amendment Number Four of Declaration of Condominium for Ridgemont Condominium	8145/1187	Amended Plat Four	263/1-2
8/26/87	Amendment Number Five of Declaration of Condominium for Ridgemont Condominium	8191/166	Amended Plat Five	265/92-93

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Date	Description	Deed Book/Page	Description	Plat Book/Page
11/9/87	Amendment Number Four of Declaration of Condominium for Ridgemont Condominium (corrected)	8228/1114		
11/9/87	Amendment Number Five of Declaration of Condominium for Ridgemont Condominium (corrected)	8228/1123		
11/20/87	Amendment Number Six of Declaration of Condominium for Ridgemont Condominium	8234/1131	Amended Plat Six	269/47-48
12/1/87	Amendment Number Four of Declaration of Condominium for Ridgemont Condominium (corrected)	8238/17		
12/1/87	Amendment Number Five of Declaration of Condominium for Ridgemont Condominium (corrected)	8238/31		
5/11/88	Amendment Number Seven of Declaration of Condominium for Ridgemont Condominium	8311/132	Amended Plat Seven	275/41-42
5/11/88	Amendment Number Eight of Declaration of Condominium for Ridgemont Condominium	8311/143	Amended Plat Eight	275/43-44
8/25/88	Amendment Number Nine of Declaration of Condominium for Ridgemont Condominium	8372/1	Amended Plat Nine	279/55-56
12/13/88	Amendment Number Eleven of Declaration of Condominium for Ridgemont Condominium	8428/552	Amended Plat Eleven	283/59-60
1/13/89	Amendment Number Ten of Declaration of Condominium for Ridgemont Condominium	8444/123	Amended Plat Ten	284/63-64

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Date	Description	Deed Book/Page	Description	Plat Book/Page
7/10/89	Amendment Number Twelve of Declaration of Condominium for Ridgemont Condominium	8559/2323	Amended Plat Twelve	289/43-44
8/18/89	Amendment Number Thirteen of Declaration of Condominium for Ridgemont Condominium	8589/714	Amended Plat Thirteen	290/100-101
10/18/89	Amendment Number Fourteen of Declaration of Condominium for Ridgemont Condominium	8631/198	Amended Plat Fourteen	292/65-66
6/14/90	Amendment Number Fifteen of Declaration of Condominium for Ridgemont Condominium	8782/2371	Amended Plat Fifteen	298/56-57
8/13/90	Amendment Number Sixteen of Declaration of Condominium for Ridgemont Condominium	8823/475	Amended Plat Sixteen	299/100-101
3/27/91	Amendment Number Seventeen of Declaration of Condominium for Ridgemont Condominium	8954/353		
9/5/91	Amendment Number Eighteen of Declaration of Condominium for Ridgemont Condominium	9080/2236	Amended Plat Seventeen	306/83
9/5/91	Amendment Number Nineteen of Declaration of Condominium for Ridgemont Condominium	9080/2253	Amended Plat Nineteen (Eighteen)	306/84-85

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Date	Description	Deed Book/Page	Description	Plat Book/Page
12/11/91	Amendment Number Twenty of Declaration of Condominium for Ridgemont Condominium	9158/116	Amended Plat Nineteen	308/90
6/5/92	Amendment Number Twenty-One of Declaration of Condominium for Ridgemont Condominium	9338/739		
6/5/92	Amendment Number Twenty-Two of Declaration of Condominium for Ridgemont Condominium	9338/757	Ridgemont Condominium Plat Twenty	312/65
10/6/92	Amendment Number Twenty-Three of Declaration of Condominium for Ridgemont Condominium	9466/36	Ridgemont Condominium Plat Twenty-Three	315/36
10/22/92	Amendment Number Twenty-Four of Declaration of Condominium for Ridgemont Condominium	9487/155	Ridgemont Condominium Plat Twenty-Two	315/75
10/27/92	Amendment Number Twenty-Five of Declaration of Condominium for Ridgemont Condominium	9492/2150	Ridgemont Condominium Plat Twenty-One	315/87
4/22/93	Declaration of Condominium of Ridgemont Phase Two Condominium	9685/673	Ridgemont Phase Two Condominium Plat One	318/57
5/28/93	Amendment Number One to Declaration of Condominium of Ridgemont Phase Two Condominium	9735/824	Ridgemont Phase Two Condominium Plat Two	319/25

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Date	Description	Deed Book/Page	Description	Plat Book/Page
6/30/93	Amendment Number Two to Declaration of Condominium of Ridgemont Phase Two Condominium	9778/1410	Ridgemont Phase Two Condominium Plat Three	319/79
8/19/93	Amendment Number Three to Declaration of Condominium of Ridgemont Phase Two Condominium	9846/610	Ridgemont Phase Two Condominium Plat Four	321/6
9/15/93	Amendment Number Four to Declaration of Condominium of Ridgemont Phase Two Condominium	9879/2258	Ridgemont Phase Two Condominium Plat Five	321/48
9/22/93	Amendment Number Five to Declaration of Condominium of Ridgemont Phase Two Condominium	9889/2218	Ridgemont Phase Two Condominium Plat Six	321/70
9/30/93	Amendment Number Six to Declaration of Condominium of Ridgemont Phase Two Condominium	9900/2108	Ridgemont Phase Two Condominium Plat Seven	321/88
10/20/93	Amendment Number Twenty-Six of Declaration of Condominium for Ridgemont Condominium	9927/126		
2/11/94	Amendment Number Seven to Declaration of Condominium of Ridgemont Phase Two Condominium	10092/37	Ridgemont Phase Two Condominium Plat Eight	324/29
2/23/94	Amendment Number Eight to Declaration of Condominium of Ridgemont Phase Two Condominium	10103/1321	Ridgemont Phase Two Condominium Plat Nine	324/62

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Date	Description	Deed Book/Page	Description	Plat Book/Page
3/4/94	Amendment Number Nine to Declaration of Condominium of Ridgemont Phase Two Condominium	10116/2375	Ridgemont Phase Two Condominium Plat Ten	324/79
3/10/94	Amendment Number Ten to Declaration of Condominium of Ridgemont Phase Two Condominium and Amendment Number Twenty-Seven of Declaration of Condominium for Ridgemont Condominium (Merge Agreement)	10125/909	Ridgemont Condominium Consolidated Survey	Survey Record Book 1/72-73
4/25/94	Amendment Number Twenty-Eight of Declaration of Condominium for Ridgemont Condominium	10175/1501	Ridgemont Condominium Plat Twenty-Four	326/3
5/13/94	Amendment Number Twenty-Nine of Declaration of Condominium for Ridgemont Condominium	10197/276	Ridgemont Condominium Plat Twenty-Five	326/50
5/26/94	Amendment Number Thirty of Declaration of Condominium for Ridgemont Condominium	10209/1609	Ridgemont Condominium Plat Twenty-Seven	326/52
6/2/94	Amendment Number Thirty-One of Declaration of Condominium for Ridgemont Condominium	10216/46	Ridgemont Condominium Plat Twenty-Six	327/9
6/15/94	Amendment Number Thirty-Two of Declaration of Condominium for Ridgemont Condominium	10229/1603	Ridgemont Condominium Plat Twenty-Eight	327/64

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Date	Description	Deed Book/Page	Description	Plat Book/Page
7/18/94	Amendment Number Thirty-Three of Declaration of Condominium for Ridgemont Condominium	10259/352	Ridgemont Condominium Plat Twenty-Nine	328/47
8/22/94	Amendment Number Thirty-Four of Declaration of Condominium for Ridgemont Condominium	10291/611	Ridgemont Condominium Plat Thirty	329/47
8/25/94	Amendment Number Thirty-Five of Declaration of Condominium for Ridgemont Condominium	10294/2046	Ridgemont Condominium Plat Thirty-One	329/64
8/25/94	Amendment Number Thirty-Six of Declaration of Condominium for Ridgemont Condominium	10294/2059	Ridgemont Condominium Plat Thirty-Two	329/65
9/13/94	Amendment Number Thirty-Seven of Declaration of Condominium for Ridgemont Condominium	10309/1888	Ridgemont Condominium Plat Thirty-Three	329/100
9/13/94	Amendment Number Thirty-Eight of Declaration of Condominium for Ridgemont Condominium	10309/1901	Ridgemont Condominium Plat Thirty-Four	330/1
9/26/94	Amendment Number Thirty-Nine of Declaration of Condominium for Ridgemont Condominium	10319/1828	Ridgemont Condominium Plat Thirty-Five	330/50
10/20/94	Amendment Number Thirty-Nine of Declaration of Condominium for Ridgemont Condominium (corrected)	10340/635		
10/24/94	Amendment Number Forty of Declaration of Condominium for Ridgemont Condominium	10342/1575	Ridgemont Condominium Plat Thirty-Six	331/14

EXHIBIT "B"

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION - (RIDGEMONT CONDOMINIUM ASSOCIATION)

"ALLOCATED INTEREST" for "UNDIVIDED COMMON ELEMENTS"

In Ascending Order of Bldg. No.

ADDRESS	BLDG. NO.	Amend. #40 UNIT SQ. FT.	Amend. #40	Amend. #40
			% ALLOCATED INTEREST Calculated to 2 decimal places	% ALLOCATED INTEREST Recalculated to 5 decimal places
1684 Ridgeview Circle Drive	1	1781	0.44	0.43526
1686 Ridgeview Circle Drive	1	1603	0.39	0.39176
1688 Ridgeview Circle Drive	1	2335	0.57	0.57065
1690 Ridgeview Circle Drive	1	2335	0.57	0.57065
1692 Ridgeview Circle Drive	1	2767	0.68	0.67623
736 Ridgeview Circle Lane	2	1781	0.44	0.43526
738 Ridgeview Circle Lane	2	1603	0.39	0.39176
740 Ridgeview Circle Lane	2	2335	0.57	0.57065
742 Ridgeview Circle Lane	2	2597	0.63	0.63468
744 Ridgeview Circle Lane	2	2767	0.68	0.67623
1696 Ridgeview Circle Drive	3	1438	0.35	0.35143
1698 Ridgeview Circle Drive	3	1438	0.35	0.35143
1700 Ridgeview Circle Drive	4	1701	0.42	0.41571
1702 Ridgeview Circle Drive	4	2493	0.61	0.60927
1704 Ridgeview Circle Drive	4	2630	0.64	0.64275
1706 Ridgeview Circle Drive	4	1438	0.35	0.35143
1708 Ridgeview Circle Drive	5	1701	0.42	0.41571
1710 Ridgeview Circle Drive	5	2630	0.64	0.64275
1712 Ridgeview Circle Drive	5	2493	0.61	0.60927
1714 Ridgeview Circle Drive	5	1438	0.35	0.35143
1720 Ridgeview Circle Drive	6	1807	0.44	0.44161
1722 Ridgeview Circle Drive	6	2493	0.61	0.60927
1724 Ridgeview Circle Drive	6	2830	0.69	0.69163
1726 Ridgeview Circle Drive	6	1701	0.42	0.41571
1730 Ridgeview Circle Drive	7	1438	0.35	0.35143
1732 Ridgeview Circle Drive	7	1438	0.35	0.35143
1738 Ridgeview Circle Drive	8	1807	0.44	0.44161
1740 Ridgeview Circle Drive	8	2830	0.69	0.69163
1742 Ridgeview Circle Drive	8	2493	0.61	0.60927
1744 Ridgeview Circle Drive	8	1807	0.44	0.44161
1752 Ridgeview Circle Drive	9	1701	0.42	0.41571
1754 Ridgeview Circle Drive	9	1438	0.35	0.35143
1756 Ridgeview Circle Drive	9	1438	0.35	0.35143
1758 Ridgeview Circle Drive	9	1807	0.44	0.44161
1760 Ridgeview Circle Drive	10	1701	0.42	0.41571
1762 Ridgeview Circle Drive	10	2830	0.69	0.69163
1764 Ridgeview Circle Drive	10	2493	0.61	0.60927
1766 Ridgeview Circle Drive	10	1701	0.42	0.41571
1 Ridgeview Circle Court	11	1438	0.35	0.35143
5 Ridgeview Circle Court	11	1807	0.44	0.44161
15 Ridgeview Circle Court	12	1701	0.42	0.41571
19 Ridgeview Circle Court	12	2830	0.69	0.69163
23 Ridgeview Circle Court	12	2493	0.61	0.60927
27 Ridgeview Circle Court	12	1438	0.35	0.35143
35 Ridgeview Circle Court	13	2335	0.57	0.57065
39 Ridgeview Circle Court	13	1603	0.39	0.39176
43 Ridgeview Circle Court	13	1781	0.44	0.43526
47 Ridgeview Circle Court	14	1781	0.44	0.43526
51 Ridgeview Circle Court	14	1603	0.39	0.39176
55 Ridgeview Circle Court	14	2597	0.63	0.63468
1810 Ridgeview Circle Drive	15	1438	0.35	0.35143
1812 Ridgeview Circle Drive	15	1701	0.42	0.41571
1816 Ridgeview Circle Drive	16	2767	0.68	0.67623
1818 Ridgeview Circle Drive	16	2335	0.57	0.57065
1820 Ridgeview Circle Drive	16	2597	0.63	0.63468
1822 Ridgeview Circle Drive	16	2767	0.68	0.67623

1826 Ridgeview Circle Drive	17	2767	0.68	0.67623
1828 Ridgeview Circle Drive	17	2597	0.63	0.63468
1830 Ridgeview Circle Drive	17	2335	0.57	0.57065
1832 Ridgeview Circle Drive	17	1603	0.39	0.39176
1834 Ridgeview Circle Drive	17	1781	0.44	0.43526
1838 Ridgeview Circle Drive	18	2767	0.68	0.67623
1840 Ridgeview Circle Drive	18	2335	0.57	0.57065
1842 Ridgeview Circle Drive	18	2335	0.57	0.57065
1844 Ridgeview Circle Drive	18	2767	0.68	0.67623
1848 Ridgeview Circle Drive	19	1781	0.44	0.43526
1850 Ridgeview Circle Drive	19	1603	0.39	0.39176
1852 Ridgeview Circle Drive	19	2335	0.57	0.57065
1858 Ridgeview Circle Drive	20	1781	0.44	0.43526
1860 Ridgeview Circle Drive	20	1603	0.39	0.39176
1862 Ridgeview Circle Drive	20	2335	0.57	0.57065
1864 Ridgeview Circle Drive	20	2597	0.63	0.63468
1866 Ridgeview Circle Drive	20	2767	0.68	0.67623
1870 Ridgeview Circle Drive	21	2335	0.57	0.57065
1872 Ridgeview Circle Drive	21	1603	0.39	0.39176
1874 Ridgeview Circle Drive	21	1781	0.44	0.43526
1878 Ridgeview Circle Drive	22	1781	0.44	0.43526
1880 Ridgeview Circle Drive	22	1603	0.39	0.39176
1882 Ridgeview Circle Drive	22	2697	0.63	0.63468
1884 Ridgeview Circle Drive	22	2335	0.57	0.57065
1886 Ridgeview Circle Drive	22	2767	0.68	0.67623
1890 Ridgeview Circle Drive	23	2767	0.68	0.67623
1892 Ridgeview Circle Drive	23	2335	0.57	0.57065
1894 Ridgeview Circle Drive	23	2335	0.57	0.57065
1896 Ridgeview Circle Drive	23	2767	0.68	0.67623
622 Highview Circle Drive	24	2767	0.68	0.67623
624 Highview Circle Drive	24	2335	0.57	0.57065
626 Highview Circle Drive	24	2335	0.57	0.57065
628 Highview Circle Drive	24	1603	0.39	0.39176
630 Highview Circle Drive	24	1781	0.44	0.43526
606 Highview Circle Drive	25	2335	0.57	0.57065
608 Highview Circle Drive	25	1603	0.39	0.39176
610 Highview Circle Drive	25	1781	0.44	0.43526
600 Highview Circle Drive	26	1781	0.44	0.43526
602 Highview Circle Drive	26	1603	0.39	0.39176
604 Highview Circle Drive	26	2335	0.57	0.57065
601 Highview Circle Drive	27	1781	0.44	0.43526
603 Highview Circle Drive	27	1603	0.39	0.39176
605 Highview Circle Drive	27	2335	0.57	0.57065
607 Highview Circle Drive	28	1781	0.44	0.43526
609 Highview Circle Drive	28	1603	0.39	0.39176
611 Highview Circle Drive	28	2335	0.57	0.57065
615 Highview Circle Drive	28	2335	0.57	0.57065
617 Highview Circle Drive	28	2767	0.68	0.67623
621 Highview Circle Drive	29	2767	0.68	0.67623
623 Highview Circle Drive	29	2335	0.57	0.57065
625 Highview Circle Drive	29	2597	0.63	0.63468
627 Highview Circle Drive	29	1603	0.39	0.39176
629 Highview Circle Drive	29	1781	0.44	0.43526
633 Highview Circle Drive	30	2767	0.68	0.67623
635 Highview Circle Drive	30	2597	0.63	0.63468
637 Highview Circle Drive	30	2597	0.63	0.63468
639 Highview Circle Drive	30	2767	0.68	0.67623
643 Highview Circle Drive	31	1781	0.44	0.43526
645 Highview Circle Drive	31	1603	0.39	0.39176
647 Highview Circle Drive	31	2335	0.57	0.57065
649 Highview Circle Drive	31	2335	0.57	0.57065
651 Highview Circle Drive	31	2767	0.68	0.67623
655 Highview Circle Drive	32	2767	0.68	0.67623
657 Highview Circle Drive	32	2335	0.57	0.57065
659 Highview Circle Drive	32	2335	0.57	0.57065
661 Highview Circle Drive	32	2767	0.68	0.67623
665 Highview Circle Drive	33	2335	0.57	0.57065
667 Highview Circle Drive	33	1603	0.39	0.39176
669 Highview Circle Drive	33	1781	0.44	0.43526
712 Ridgeview Circle Lane	34	1701	0.42	0.41671
714 Ridgeview Circle Lane	34	1438	0.35	0.35143
716 Ridgeview Circle Lane	34	1701	0.42	0.41671
700 Ridgeview Circle Lane	35	1781	0.44	0.43526
702 Ridgeview Circle Lane	35	1603	0.39	0.39176

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Tom Duffy 4-11-97 (RCAALINT.XLS, sheet 9)

704 Ridgeview Circle Lane	35	2335	0.57	0.57065
706 Ridgeview Circle Lane	35	2597	0.63	0.63468
708 Ridgeview Circle Lane	35	2767	0.68	0.67623
1675 Ridgeview Circle Drive	36	2830	0.69	0.69163
1677 Ridgeview Circle Drive	38	2630	0.64	0.64276
1700 Highview Circle Court	37	2767	0.68	0.67623
1702 Highview Circle Court	37	2335	0.57	0.57065
1704 Highview Circle Court	37	2335	0.57	0.57065
1706 Highview Circle Court	37	1603	0.39	0.39176
1708 Highview Circle Court	37	1781	0.44	0.43526
1712 Highview Circle Court	38	1807	0.44	0.44161
1714 Highview Circle Court	38	2630	0.64	0.64276
1716 Highview Circle Court	38	2830	0.69	0.69163
1718 Highview Circle Court	38	1701	0.42	0.41571
1720 Highview Circle Court	39	1701	0.42	0.41571
1722 Highview Circle Court	39	1807	0.44	0.44161
1732 Highview Circle Court	40	1701	0.42	0.41571
1734 Highview Circle Court	40	2630	0.64	0.64276
1736 Highview Circle Court	40	2630	0.64	0.64276
1738 Highview Circle Court	40	1701	0.42	0.41571
1740 Highview Circle Court	41	1807	0.44	0.44161
1742 Highview Circle Court	41	2830	0.69	0.69163
1744 Highview Circle Court	41	2493	0.61	0.60927
1746 Highview Circle Court	41	1701	0.42	0.41571
1752 Highview Circle Court	42	1701	0.42	0.41571
1754 Highview Circle Court	42	2493	0.61	0.60927
1756 Highview Circle Court	42	2830	0.69	0.69163
1758 Highview Circle Court	42	1701	0.42	0.41571
1762 Highview Circle Court	43	1701	0.42	0.41571
1764 Highview Circle Court	43	2493	0.61	0.60927
1766 Highview Circle Court	43	2630	0.64	0.64276
1768 Highview Circle Court	43	1807	0.44	0.44161
1767 Highview Circle Court	44	1701	0.42	0.41571
1769 Highview Circle Court	44	2630	0.64	0.64276
1771 Highview Circle Court	44	2830	0.69	0.69163
1773 Highview Circle Court	44	1701	0.42	0.41571
1759 Highview Circle Court	45	1701	0.42	0.41571
1761 Highview Circle Court	45	2493	0.61	0.60827
1763 Highview Circle Court	45	2493	0.61	0.60927
1765 Highview Circle Court	45	1701	0.42	0.41571
1751 Highview Circle Court	46	1807	0.44	0.44161
1753 Highview Circle Court	46	1807	0.44	0.44161
1735 Highview Circle Court	47	1701	0.42	0.41571
1737 Highview Circle Court	47	2630	0.64	0.64276
1739 Highview Circle Court	47	2493	0.61	0.60927
1741 Highview Circle Court	47	1807	0.44	0.44161
1727 Highview Circle Court	48	1781	0.44	0.43526
1729 Highview Circle Court	48	1603	0.39	0.39176
1731 Highview Circle Court	48	2335	0.57	0.57065
1715 Highview Circle Court	49	1781	0.44	0.43526
1717 Highview Circle Court	49	1603	0.39	0.39176
1719 Highview Circle Court	49	2335	0.57	0.57065
1721 Highview Circle Court	49	2335	0.57	0.57065
1723 Highview Circle Court	49	2767	0.68	0.67623
1701 Highview Circle Court	50	1781	0.44	0.43526
1703 Highview Circle Court	50	1603	0.39	0.39176
1705 Highview Circle Court	50	2335	0.57	0.57065
1709 Highview Circle Court	50	2335	0.57	0.57065
1711 Highview Circle Court	50	2767	0.68	0.67623
1679 Ridgeview Circle Drive	51	1701	0.42	0.41571
1681 Ridgeview Circle Drive	51	1701	0.42	0.41571
1806 Ridgeview Circle Drive	52	1438	0.35	0.35143
1808 Ridgeview Circle Drive	52	1438	0.35	0.35143
TOTAL:		409,181	100.12	100.00003

EXHIBIT "B"

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION - (RIDGEMONT CONDOMINIUM ASSOCIATION)

"ALLOCATED INTEREST" for "UNDIVIDED COMMON ELEMENTS"

In Descending Order Of "UNIT SQ. FT." and "% ALLOCATED INTEREST" For "UNDIVIDED COMMON ELEMENTS":

ADDRESS	BLDG. NO.	Amend. #40 UNIT SQ. FT.	Amend. #40	Amend. #40
			% ALLOCATED INTEREST Calculated to 2 decimal places	% ALLOCATED INTEREST Recalculated to 5 decimal places
1724 Ridgeview Circle Drive	6	2830	0.69	0.69163
1740 Ridgeview Circle Drive	8	2830	0.69	0.69163
1762 Ridgeview Circle Drive	10	2830	0.69	0.69163
19 Ridgeview Circle Court	12	2830	0.69	0.69163
1675 Ridgeview Circle Drive	36	2830	0.69	0.69163
1716 Highview Circle Court	38	2830	0.69	0.69163
1742 Highview Circle Court	41	2830	0.69	0.69163
1756 Highview Circle Court	42	2830	0.69	0.69163
1771 Highview Circle Court	44	2830	0.69	0.69163
1692 Ridgeview Circle Drive	1	2767	0.68	0.67623
744 Ridgeview Circle Lane	2	2767	0.68	0.67623
1816 Ridgeview Circle Drive	16	2767	0.68	0.67623
1822 Ridgeview Circle Drive	16	2767	0.68	0.67623
1826 Ridgeview Circle Drive	17	2767	0.68	0.67623
1838 Ridgeview Circle Drive	18	2767	0.68	0.67623
1844 Ridgeview Circle Drive	18	2767	0.68	0.67623
1886 Ridgeview Circle Drive	20	2767	0.68	0.67623
1886 Ridgeview Circle Drive	22	2767	0.68	0.67623
1890 Ridgeview Circle Drive	23	2767	0.68	0.67623
1896 Ridgeview Circle Drive	23	2767	0.68	0.67623
622 Highview Circle Drive	24	2767	0.68	0.67623
617 Highview Circle Drive	28	2767	0.68	0.67623
621 Highview Circle Drive	29	2767	0.68	0.67623
633 Highview Circle Drive	30	2767	0.68	0.67623
639 Highview Circle Drive	30	2767	0.68	0.67623
651 Highview Circle Drive	31	2767	0.68	0.67623
655 Highview Circle Drive	32	2767	0.68	0.67623
681 Highview Circle Drive	32	2767	0.68	0.67623
708 Ridgeview Circle Lane	35	2767	0.68	0.67623
1700 Highview Circle Court	37	2767	0.68	0.67623
1723 Highview Circle Court	49	2767	0.68	0.67623
1711 Highview Circle Court	50	2767	0.68	0.67623
1704 Ridgeview Circle Drive	4	2630	0.64	0.64275
1710 Ridgeview Circle Drive	5	2630	0.64	0.64275
1677 Ridgeview Circle Drive	36	2630	0.64	0.64275
1714 Highview Circle Court	38	2630	0.64	0.64275
1734 Highview Circle Court	40	2630	0.64	0.64275
1736 Highview Circle Court	40	2630	0.64	0.64275
1766 Highview Circle Court	43	2630	0.64	0.64275
1769 Highview Circle Court	44	2630	0.64	0.64275
1737 Highview Circle Court	47	2630	0.64	0.64275
742 Ridgeview Circle Lane	2	2597	0.63	0.63468
55 Ridgeview Circle Court	14	2597	0.63	0.63468
1820 Ridgeview Circle Drive	16	2597	0.63	0.63468
1828 Ridgeview Circle Drive	17	2597	0.63	0.63468
1864 Ridgeview Circle Drive	20	2597	0.63	0.63468
1882 Ridgeview Circle Drive	22	2597	0.63	0.63468
625 Highview Circle Drive	29	2597	0.63	0.63468
635 Highview Circle Drive	30	2597	0.63	0.63468
637 Highview Circle Drive	30	2597	0.63	0.63468
706 Ridgeview Circle Lane	35	2597	0.63	0.63468
1702 Ridgeview Circle Drive	4	2493	0.61	0.60927
1712 Ridgeview Circle Drive	5	2493	0.61	0.60927
1722 Ridgeview Circle Drive	6	2493	0.61	0.60927

1742 Ridgeview Circle Drive	8	2493	0.61	0.60927
1764 Ridgeview Circle Drive	10	2493	0.61	0.60927
23 Ridgeview Circle Court	12	2493	0.61	0.60927
1744 Highview Circle Court	41	2493	0.61	0.60927
1754 Highview Circle Court	42	2493	0.61	0.60927
1764 Highview Circle Court	43	2493	0.61	0.60927
1761 Highview Circle Court	45	2493	0.61	0.60927
1763 Highview Circle Court	45	2493	0.61	0.60927
1739 Highview Circle Court	47	2493	0.61	0.60927
1688 Ridgeview Circle Drive	1	2335	0.57	0.57065
1690 Ridgeview Circle Drive	1	2335	0.57	0.57065
740 Ridgeview Circle Lane	2	2335	0.57	0.57065
35 Ridgeview Circle Court	13	2335	0.57	0.57065
1818 Ridgeview Circle Drive	16	2335	0.57	0.57065
1830 Ridgeview Circle Drive	17	2335	0.57	0.57065
1840 Ridgeview Circle Drive	18	2335	0.57	0.57065
1842 Ridgeview Circle Drive	18	2335	0.57	0.57065
1852 Ridgeview Circle Drive	19	2335	0.57	0.57065
1862 Ridgeview Circle Drive	20	2335	0.57	0.57065
1870 Ridgeview Circle Drive	21	2335	0.57	0.57065
1884 Ridgeview Circle Drive	22	2335	0.57	0.57065
1892 Ridgeview Circle Drive	23	2335	0.57	0.57065
1894 Ridgeview Circle Drive	23	2335	0.57	0.57065
624 Highview Circle Drive	24	2335	0.57	0.57065
626 Highview Circle Drive	24	2335	0.57	0.57065
606 Highview Circle Drive	25	2335	0.57	0.57065
604 Highview Circle Drive	26	2335	0.57	0.57065
605 Highview Circle Drive	27	2335	0.57	0.57065
611 Highview Circle Drive	28	2335	0.57	0.57065
615 Highview Circle Drive	28	2335	0.57	0.57065
623 Highview Circle Drive	29	2335	0.57	0.57065
647 Highview Circle Drive	31	2335	0.57	0.57065
649 Highview Circle Drive	31	2335	0.57	0.57065
657 Highview Circle Drive	32	2335	0.57	0.57065
659 Highview Circle Drive	32	2335	0.57	0.57065
665 Highview Circle Drive	33	2335	0.57	0.57065
704 Ridgeview Circle Lane	35	2335	0.57	0.57065
1702 Highview Circle Court	37	2335	0.57	0.57065
1704 Highview Circle Court	37	2335	0.57	0.57065
1731 Highview Circle Court	48	2335	0.57	0.57065
1719 Highview Circle Court	49	2335	0.57	0.57065
1721 Highview Circle Court	49	2335	0.57	0.57065
1705 Highview Circle Court	50	2335	0.57	0.57065
1709 Highview Circle Court	50	2335	0.57	0.57065
1720 Ridgeview Circle Drive	6	1807	0.44	0.44161
1738 Ridgeview Circle Drive	8	1807	0.44	0.44161
1744 Ridgeview Circle Drive	8	1807	0.44	0.44161
1758 Ridgeview Circle Drive	9	1807	0.44	0.44161
6 Ridgeview Circle Court	11	1807	0.44	0.44161
1712 Highview Circle Court	38	1807	0.44	0.44161
1722 Highview Circle Court	39	1807	0.44	0.44161
1740 Highview Circle Court	41	1807	0.44	0.44161
1768 Highview Circle Court	43	1807	0.44	0.44161
1751 Highview Circle Court	46	1807	0.44	0.44161
1753 Highview Circle Court	46	1807	0.44	0.44161
1741 Highview Circle Court	47	1807	0.44	0.44161
1684 Ridgeview Circle Drive	1	1781	0.44	0.43526
736 Ridgeview Circle Lane	2	1781	0.44	0.43526
43 Ridgeview Circle Court	13	1781	0.44	0.43526
47 Ridgeview Circle Court	14	1781	0.44	0.43526
1834 Ridgeview Circle Drive	17	1781	0.44	0.43526
1848 Ridgeview Circle Drive	19	1781	0.44	0.43526
1858 Ridgeview Circle Drive	20	1781	0.44	0.43526
1874 Ridgeview Circle Drive	21	1781	0.44	0.43526
1878 Ridgeview Circle Drive	22	1781	0.44	0.43526
630 Highview Circle Drive	24	1781	0.44	0.43526
610 Highview Circle Drive	25	1781	0.44	0.43526
600 Highview Circle Drive	26	1781	0.44	0.43526
601 Highview Circle Drive	27	1781	0.44	0.43526
607 Highview Circle Drive	28	1781	0.44	0.43526
629 Highview Circle Drive	29	1781	0.44	0.43526
643 Highview Circle Drive	31	1781	0.44	0.43526

669 Highview Circle Drive	33	1781	0.44	0.43526
700 Ridgeview Circle Lane	35	1781	0.44	0.43526
1708 Highview Circle Court	37	1781	0.44	0.43526
1727 Highview Circle Court	48	1781	0.44	0.43526
1715 Highview Circle Court	49	1781	0.44	0.43526
1701 Highview Circle Court	50	1781	0.44	0.43526
1700 Ridgeview Circle Drive	4	1701	0.42	0.41571
1708 Ridgeview Circle Drive	5	1701	0.42	0.41571
1726 Ridgeview Circle Drive	6	1701	0.42	0.41571
1752 Ridgeview Circle Drive	9	1701	0.42	0.41571
1760 Ridgeview Circle Drive	10	1701	0.42	0.41571
1766 Ridgeview Circle Drive	10	1701	0.42	0.41571
15 Ridgeview Circle Court	12	1701	0.42	0.41571
1812 Ridgeview Circle Drive	15	1701	0.42	0.41571
712 Ridgeview Circle Lane	34	1701	0.42	0.41571
716 Ridgeview Circle Lane	34	1701	0.42	0.41571
1718 Highview Circle Court	38	1701	0.42	0.41571
1720 Highview Circle Court	39	1701	0.42	0.41571
1732 Highview Circle Court	40	1701	0.42	0.41571
1738 Highview Circle Court	40	1701	0.42	0.41571
1746 Highview Circle Court	41	1701	0.42	0.41571
1752 Highview Circle Court	42	1701	0.42	0.41571
1758 Highview Circle Court	42	1701	0.42	0.41571
1762 Highview Circle Court	43	1701	0.42	0.41571
1767 Highview Circle Court	44	1701	0.42	0.41571
1773 Highview Circle Court	44	1701	0.42	0.41571
1759 Highview Circle Court	45	1701	0.42	0.41571
1765 Highview Circle Court	45	1701	0.42	0.41571
1735 Highview Circle Court	47	1701	0.42	0.41571
1679 Ridgeview Circle Drive	51	1701	0.42	0.41571
1681 Ridgeview Circle Drive	51	1701	0.42	0.41571
1686 Ridgeview Circle Drive	1	1603	0.39	0.39176
738 Ridgeview Circle Lane	2	1603	0.39	0.39176
39 Ridgeview Circle Court	13	1603	0.39	0.39176
51 Ridgeview Circle Court	14	1603	0.39	0.39176
1832 Ridgeview Circle Drive	17	1603	0.39	0.39176
1850 Ridgeview Circle Drive	19	1603	0.39	0.39176
1860 Ridgeview Circle Drive	20	1603	0.39	0.39176
1872 Ridgeview Circle Drive	21	1603	0.39	0.39176
1880 Ridgeview Circle Drive	22	1603	0.39	0.39176
628 Highview Circle Drive	24	1603	0.39	0.39176
608 Highview Circle Drive	25	1603	0.39	0.39176
602 Highview Circle Drive	26	1603	0.39	0.39176
603 Highview Circle Drive	27	1603	0.39	0.39176
609 Highview Circle Drive	28	1603	0.39	0.39176
627 Highview Circle Drive	29	1603	0.39	0.39176
645 Highview Circle Drive	31	1603	0.39	0.39176
667 Highview Circle Drive	33	1603	0.39	0.39176
702 Ridgeview Circle Lane	35	1603	0.39	0.39176
1706 Highview Circle Court	37	1603	0.39	0.39176
1729 Highview Circle Court	48	1603	0.39	0.39176
1717 Highview Circle Court	49	1603	0.39	0.39176
1703 Highview Circle Court	50	1603	0.39	0.39176
1696 Ridgeview Circle Drive	3	1438	0.35	0.35143
1698 Ridgeview Circle Drive	3	1438	0.35	0.35143
1706 Ridgeview Circle Drive	4	1438	0.35	0.35143
1714 Ridgeview Circle Drive	5	1438	0.35	0.35143
1730 Ridgeview Circle Drive	7	1438	0.35	0.35143
1732 Ridgeview Circle Drive	7	1438	0.35	0.35143
1754 Ridgeview Circle Drive	9	1438	0.35	0.35143
1756 Ridgeview Circle Drive	9	1438	0.35	0.35143
1 Ridgeview Circle Court	11	1438	0.35	0.35143
27 Ridgeview Circle Court	12	1438	0.35	0.35143
1810 Ridgeview Circle Drive	15	1438	0.35	0.35143
714 Ridgeview Circle Lane	34	1438	0.35	0.35143
1806 Ridgeview Circle Drive	52	1438	0.35	0.35143
1808 Ridgeview Circle Drive	52	1438	0.35	0.35143
TOTAL:	409,181		100.12	100.00003

EXHIBIT "C"

RIDGEVIEW PLACE CONDOMINIUM ASSOCIATION – (RIDGEMONT CONDOMINIUM ASSOCIATION)

"ALLOCATED INTEREST" for "COMMON EXPENSE LIABILITY"

ALLOCATED INTEREST FORMULA FOR "COMMON EXPENSE LIABILITY"
Formula developed for previously undefined "KEMP" assessment method.

<p>(See EXHIBIT "B") IF YOUR UNITS AMENDMENT #40 "UNIT SQ. FT." in "ALLOCATED INTEREST" FOR "UNDIVIDED COMMON ELEMENTS" IS:</p>		<p>THEN YOU ARE IN "KEMP" ASSESSMENT GROUP</p>		<p>ALLOCATED INTEREST FORMULA Developed For "KEMP" Groups "COMMON EXPENSE LIABILITY" (ASSESSMENTS)</p>		<p>AN EXAMPLE FOR A TARGET ASSESSMENT OF \$21,080 per MONTH</p>		<p>"UNIT ASSESSMENT" FOR GROUP ROUNDED UP / DOWN TO 2 DEC. PLACES</p>																																																																																	
<p>↓</p>		<p>↓</p>		<p>↓</p>		<p>↓</p>		<p>↓</p>																																																																																	
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* First calculate Group "A" "UNIT ASSESSMENT". Round Group "A" "UNIT ASSESSMENT" to 2 decimal places. Round UP for a five (5) or greater and round DOWN for a four (4) or less, to two (2) decimal places. This becomes the "UNIT ASSESSMENT" for Group "A" even if, due to rounding, the amount is marginally greater than a percentage maximum increase (Ref: Section 9.3). Then calculate the "UNIT ASSESSMENT" for each of the other groups and round each to two (2) decimal places as above.

BP11235/1690

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

On this 19th day of December, 1997, before me appeared Thomas P. Duffy, to me personally known, who, being by me duly sworn, did say that he/she is the President of the Ridgeview Place Condominium Association, a Missouri corporation, that said corporation has no seal, and that said instrument was signed in behalf of said corporation, and that said President acknowledged said instrument to be his/her free act and deed.

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.

Bernice Clites

My Commission Expires:

BERNICE A. CLITES
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Nov. 4, 2001