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DECLARATION
OF CONDOMINIUM OWNERSHIP
FOR
BELLECK CONDOMINIUM

This Declaration is made this 24 day of July, 1981, by K.O.D., INC., a Missouri corporation (hereinafter referred to as the "Developer").

WITNESSETH:

WHEREAS, Developer is the fee simple owner of that certain parcel of real property located in the City of St. Louis, State of Missouri, the legal description of which is set forth in Exhibit "A" attached hereto and incorporated herein by reference, and

WHEREAS, Developer has prepared a plan for a residential community to be known as Belleek Condominium, and developer does hereby submit and impose on said real property, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind and nature now or hereafter thereon, and all rights and privileges belonging or in any way pertaining thereto to be owned by Developer and each successor in interest of Developer, in conformity with the Condominium Property Act of the State of Missouri, the provisions, rights, options, privileges, terms and restrictions of this Declaration, and

WHEREAS, Developer is further desirous of establishing for its benefit and for the mutual benefit of all future owners or occupants of the real property, or any part thereof, certain easements, interests, and rights in, over and upon said premises and certain mutually beneficial restrictions, options and obligations with respect to the proper use, conduct and maintenance thereof, and

WHEREAS, Developer desires and intends that several owners, mortgagees, occupants and other persons hereafter acquiring any interest in said real property, shall at all times enjoy the benefits of, and shall hold their interests subject to the provisions, rights, options, privileges and restrictions as in said Condominium Property Act and in this Declaration, and

WHEREAS, Developer has formed Belleek Condominium, Inc., a Missouri not-for-profit corporation, to govern, manage and administer the administrative details, procedure and functions of the Belleek Condominium, and Developer has prepared the By-Laws of Belleek Condominium, Inc., a copy of which is set forth in Exhibit "B", attached hereto and incorporated herein by reference. (SEE PLAT BOOK 46 PAGES 13 & 14)

NOW, THEREFORE, Developer hereby declares as follows:

ARTICLE ONE: DEFINITIONS

A. "common elements", all portions of the property except the units;

B. "Developer", the person, firm or corporation who establishes a Condominium through the recording of a Declaration, By-Laws and Plat. In the event the Developer transfers said property prior to completion of the conversion and remodeling program, the Developer shall include any transferee who acquires said property for the purposes of completing the

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construction; as shown on the Plat or amended Plats;

C. "Declaration", the instrument and amendments therefor by which the property is submitted to the provisions of the Condominium Property Act of the State of Missouri, as hereinafter provided, and the Declaration as from time to time amended;

D. "majority" or "majority of the unit owners", as used in the Declaration and By-Laws, the owners of more than fifty percent in the aggregate in interest of the undivided ownership of the common elements. Any specified percentage of the unit owners means such percentage in the aggregate in interest of the undivided ownership of the common elements;

E. "parcel", the lot or lots, tract or tracts of land, including additional tracts added by subsequent amendments described in the Declaration or amendments thereto submitted to the provisions of the Condominium Property Act of the State of Missouri. A legal description of the parcel is attached hereto as Exhibit "A" and made a part hereof;

F. "person", a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property;

G. "Plat", a plat or plats of survey or surveys together with amendments thereto of the parcel or parcels and of all units which are proposed for inclusion in the property or properties submitted to the provisions of Condominium Property Act of the State of Missouri, which plat or plats may consist of a three dimensional horizontal and vertical delineation of all such units;

H. "property", all the land, property or properties and space comprising the parcels, all improvements and structures erected, constructed or contained therein or thereon, including, the building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the unit owners, now or hereafter submitted to, the Declaration and provisions of the Condominium Property Act of the State of Missouri;

I. "record", to record in the office of the recorder of deeds of the city wherein the property is located;

J. "unit", a part of the property including one or more rooms, occupying one or more floors or levels, or a part thereof, designed and intended for any type of independent use, and having lawful access to a public way;

K. "unit owner", the person or persons whose estates or interests, individually or collectively, aggregate a fee simple ownership of a unit;

L. "share", the interest of each unit owner in the aggregate in the interest of the undivided ownership of the common elements, the percentage interest attributed to each being set forth in Exhibit "C", attached hereto and incorporated herein by reference;

M. "assessment", that portion of the cost of maintaining, managing, operating, repairing and replacing the property which is to be paid by each unit owner being that percentage interest in Exhibit "C" attributed to each unit owner;

N. "common expenses", the actual and estimated costs of:

1. Maintenance, management, operation, repair and replacement of the common elements; and
2. Maintenance, management, operation, repair and replacement of the property as to which, pursuant to other provisions hereof, it is the responsibility of the Board of Managers to maintain, manage, operate, repair and replace; and
3. Management and administration expenses of the property, including without limiting the same, compensation paid by the Board of Managers to a professional manager, accountants, attorneys and other employees; and
4. Any other items held by or in accordance with other provisions of the Declaration, By-Laws, Condominium Property Act of the State of Missouri, or any other Condominium documents to be a common expense or an expense properly paid by the Association or Board of Managers.

O. "By-Laws", the By-Laws of Belleek Condominium, Inc., a Missouri not-for-profit corporation, a copy of which is set forth in Exhibit "B"; and

P. "Act", Condominium Property Act of the State of Missouri, Chapter 448, Revised Statutes of Missouri.

Q. "appurtenance", a portion of the common elements contiguous to and serving a single building as an inseparable appurtenance thereto. By way of illustration, but not limitation, entrances, lobbies, basements and the floors, ceiling and walls thereof and all the associated fixtures and structures therein as lie outside the unit boundaries;

R. "limited common elements", those portions of the common elements designated on the plat as limited common elements which are reserved for the exclusive use of a certain unit owner.

ARTICLE TWO: SUBMISSION OF PROPERTY

TO THE ACT

The Developer, as the owner in fee simple of the property hereby intends to and does submit the property to the provisions of the Condominium Property Act of the State of Missouri. The Developer expressly intends, by recording the Declaration to submit the parcel and property to the provisions of the act.

ARTICLE THREE: UNITS

A. Identification of Units: All units in the buildings located in the property known as Belleek Condominium shall be legally described as shown on the Plat marked Exhibit ~~E~~ hereof and by this reference made a part hereof as though set out in full herein to be recorded simultaneously herewith and as identified by the drawings attached thereto. Each unit shall consist of the space enclosed and bounded by the interior surfaces of the floors, ceilings, perimeter walls and doors of such unit as shown on the Plat. Every deed, lease, mortgage or other instrument may legally describe a unit by its identifying number as shown on the Plat and as set forth in the Declaration, and every such description shall be deemed good and sufficient for the purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the unit owner's corresponding share of ownership in the common elements even though the same is not

expressly mentioned or described therein. Each unit owner shall be entitled to the share of ownership in the common elements appertaining to such unit. Ownership of such unit and of the unit owner's share of ownership in the common elements shall not be separated, nor shall any unit, by deed, plat, court decree or otherwise, be subdivided or in any other manner separated into smaller tracts or parcels other than the whole unit as shown on the Plat. No unit owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on the Plat to be recorded simultaneously herewith and as identified by the surveys attached hereto.

B. No unit owner shall own any pipes, wires, conduits, public utility lines, sanitary sewer lines or structural components running through his unit or serving more than his unit except to the extent of his interest in the common elements.

ARTICLE FOUR: COMMON ELEMENTS

A. Each unit owner's share of common expenses and each unit owner's share in the common elements is shown in Exhibit "C" attached hereto, and by this reference made a part hereof as though fully set forth herein, and each unit owner shall bear the same proportionate share of common expenses as the share of common elements shown bears to 100. The percentage so assigned may be changed by the vote of all unit owners and all holders of mortgages on the units.

B. Developer shall have the right to increase or decrease the number of units and to amend the percentage of ownership interests in the common elements allocated to each unit until such unit shall be sold.

C. Each unit owner shall have the right to use the common elements in common with all other unit owners, as may be required for the purposes of access, ingress and/or egress to and for the use, occupancy and enjoyment of the respective unit owned by such unit owner. Such right to use the common elements shall extend to each unit owner, the members of the immediate family of each unit owner, and the guests and other authorized visitors, occupants and lessees of each unit owner. Such right to use the Common Elements shall be subject to and governed by the provisions of the Act and this Declaration and the By-Laws herein and the rules and regulations of the Association hereinafter referred to. Each unit owner shall be deemed to have an easement in common with the other unit owners, in, upon, across, over, under, through and with respect to the common elements to the extent of such right to use the common elements. The Board of Managers shall have the authority to lease or rent or to grant licenses or concessions with respect to laundry, parking, storage spaces and other parts of the common elements, subject to the provisions of the Declaration and By-Laws.

ARTICLE FIVE: COVENANTS AGAINST PARTITION

As long as the property is subject to the provisions of the Act, the common elements shall, except as provided in Section 448.140 of the Act, remain undivided, and no unit owner shall bring any action for partition or division of the common elements. Any covenant or agreement to the contrary shall be null and void. Nothing contained herein, however, shall prevent partition of a unit as between co-owners thereof, if such right of partition shall otherwise be available, but such partition shall not be in kind; provided further, that no unit shall be partitioned or subdivided between the co-owners thereof without

the prior written approval of the holder of the first mortgage lien on that unit.

ARTICLE SIX: EASEMENTS

A. The Board of Managers, as hereinafter provided, may hereafter grant easements for utility purposes for the benefit of the property, including, but not by way of limitation, the right to install, lay, maintain, repair and replace gas mains, water mains, sewer lines, pipes, flues and chimneys, wires, ducts, conduits, public utility lines, telephone lines, equipment, structural components or common elements in, upon, across, over, under, through and with respect to any portion of the common elements; and each unit owner hereby grants the Board of Managers and Their successors in interest an irrevocable power of attorney to execute, acknowledge and record, for and in the name of such unit owners such instruments as may be necessary to effectuate the foregoing.

B. Easements are hereby declared and granted to install, lay, maintain, repair and replace any gas mains, water mains, sewer lines, pipes, wires, ducts, conduits, public utility lines, telephone lines, equipment, structural components or common elements in, upon, across, over, under, or through the walls, floors or ceilings of the units, whether or not such walls lie in whole or in part within the unit boundaries. In connection with said easement, the Board of Managers and its agents shall be entitled to reasonable access to the units as may be required in connection with maintenance, management, operation, repair and replacement of or to anything set forth herein or any other equipment, facilities or fixtures affecting or servicing other units or the common elements. In addition, in the event that any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements as a result of natural shifting, settlement, or movement of either the individual unit or the common elements, then and in that event, the Board of Managers and the respective unit owner agree to establish a valid easement regarding the use, care, maintenance and repair of the area subject to the encroachment as long as said encroachment exists.

C. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee, trustee and other person having an interest in the property or any part or portion thereof. Reference in the deeds of conveyance, or in any mortgage of trust deed or other evidence of obligation, to this Declaration or the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such respective successors and assigns, grantees and any owners, purchasers, mortgagees and trustees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in each document.

ARTICLE SEVEN: RESTRICTIONS

The use of each unit and all common elements are subject to the following restrictions which are perpetual and appurtenant to the units and common elements.

A. Use of units: No part of any unit shall be used for a purpose other than residential. Use of any unit must be in compliance with the ordinances and regulations of the City of St. Louis as to the use of units and occupancy thereof. Use of

any unit must be in compliance with the Rules and Regulations adopted by the Board of Managers.

B. Except for storage spaces designated by the Board of Managers, there shall be no obstruction of any portion of the common elements nor any storage in the common elements without prior written consent of the Board of Managers. Except for laundry areas designated by the Board of Managers or as authorized by said Rules and Regulations, no clothes, laundry, window air conditioning unit or other articles shall be hung or exposed on or about any portion of the common elements or on or about the windows or exteriors of buildings.

C. Maintenance of unit: Each unit owner shall maintain and keep his unit (including limited common elements) in good order and repair and shall do nothing which will prejudice the structural integrity or will increase the rate of insurance on the building in which his unit is situated or which would be in violation of law.

D. Signs: No sign will be hung or displayed on the outside of windows or places on walls of any building except for signs hung or displayed by Developer or authorized by said Rules and Regulations and no awnings, storm windows, screens, canopy, shutter or radio or television antenna shall be affixed to or placed upon an exterior wall or roof without prior written consent of the Board of Managers.

E. Animals: Except for as authorized by the Board of Managers, no animals, reptiles, birds, rabbits, livestock, fowl or poultry or any kind shall be kept, raised or bred in any portion of the property. There shall be no structure for any such animal outside the unit at any time. Fish maintained in a household aquarium shall not be deemed to be "animals" as defined herein.

F. Nuisances: No noxious, offensive activity or nuisance shall be carried on in any unit or in the common elements nor shall anything be done which will become an annoyance or a nuisance to the unit owners or occupants.

G. Business use: No business, trade, or occupation of any kind shall be conducted, maintained or permitted on any part of the property. Nothing contained herein shall prevent any unit owner from conducting work within his unit as long as the unit does not constitute that person's place of business.

H. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner and as prescribed from time to time in said Rules and Regulations.

I. No unit owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or air conditioning system or plumbing system, without the prior written consent of the Association, Board of Managers, or professional managing agent.

J. Each unit owner, or the members of the immediate family of said unit owner, shall have the right for the purposes of access and for the purposes of parking an automobile or passenger vehicle owned by any unit owner or the members of his or her immediate family in residence on the property, to make use of a garage space assigned on the Plat, as a limited common element for each unit.

All driveway areas shall be for the use and benefit of unit owners and their invitees appurtenant to those units.

ARTICLE EIGHT: COMMON EXPENSES

Each unit owner (including the Developer in the case of any unit owned by Developer) shall pay his proportionate share of the common expenses, and each unit owner shall make payment of his proportionate share of the common expenses in such amount and at such times as determined in the manner provided in the By-Laws. If any unit owner shall fail or refuse to make such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such owner as provided in the Act.

ARTICLE NINE: ASSOCIATION OF UNIT OWNERS

A. There has been formed prior to the recording hereof, a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Missouri, having the name Belleok Condominium, Inc., which corporation shall be the governing Association for all of the unit owners for the maintenance, management, operation, repairs and replacement of the property as provided in the Act, Declaration and By-Laws. The Board of Directors of the Association shall be deemed to be the "Board of Managers" for the unit owners referred to in the Declaration, By-Laws and in the Act.

B. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the unit owners in accordance with the provisions of the Declaration and By-Laws. No funds received and held by the Association shall be handled in any manner by anyone other than an appropriately bonded member of the Board of Managers.

C. Each unit owner shall be a member of the Association so long as he shall be a unit owner, and such membership shall be non-transferable and shall automatically terminate when he ceases to have interest as a unit owner, and upon the transfer of part of all of his ownership interest the person succeeding to such ownership interest shall automatically succeed to such corresponding membership in the Association.

D. The Association may issue certificates evidencing membership in the Association. The aggregate number of votes for all members of the Association shall be One Hundred (100) which shall be divided among the respective unit owners in accordance with their respective share of ownership in the common elements.

E. In the event of any dispute or disagreement between any unit owners, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board of Managers shall be final.

F. Notwithstanding the duty of the Association to maintain, manage, operate, repair and replace parts of the property, the Association shall not be liable for any act, omission, injury or damage, except that which is due to the willful or gross negligence of the Association.

ARTICLE TEN: MORTGAGE OF UNIT OWNERSHIP

Each unit owner shall have the right to make separate mortgages or encumbrances on his respective unit together with his respective share of ownership in the common elements. No

unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the property or any part thereof, except only to the extent of his unit and his respective share of ownership in the common elements.

ARTICLE ELEVEN: SEPARATE REAL ESTATE TAXES

The real estate taxes of each unit are to be separately paid by each unit owner as provided in the Act. If, for any reason, the tax bills are not separately issued by the taxing authorities, then each unit owner shall pay his pro rata share of the taxes in accordance with the respective share of ownership in the common elements. The Association shall have the right to estimate the annual real estate taxes and require each unit owner not escrowing real estate tax payments with a mortgagee to escrow one-twelfth (1/12) of said estimated real estate tax bill for such unit with the Association each month and the Association will then make the payment of said taxes.

ARTICLE TWELVE: UTILITIES

Each unit owner shall pay for his own telephone, electricity, gas and other utilities which are separately metered or billed to his unit by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

ARTICLE THIRTEEN: INSURANCE

A. The Board of Managers shall have the authority to and shall obtain insurance for the property against loss or damage by fire and such other hazards as the Board of Managers may deem advisable for the full insurable replacement cost of the property. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Board of Managers, as the trustee for each of the unit owners in their respective share of ownership in the common elements as established in the Declaration. Premiums for such insurance shall be common expenses. The policy of insurance may contain a loss payable clause containing the words, "To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear" without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Board of Managers and the holder of mortgages or deeds of trust of record, as trustees for each of the unit owners. The Board of Managers shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the Board of Managers hereunder shall constitute a discharge to the insurer. In the event that a substantial loss or destruction results with respect to any particular unit, thereby rendering that unit completely uninhabitable, or with respect to the common elements, thereby rendering them completely uninhabitable, or with respect to the common elements, thereby rendering them completely unusable, then and in that event, the Board of Managers shall give written notice of such occurrence to the institutional holder or holders of the first mortgage lien on said unit or the common elements. Furthermore, the institutional holder or holders of a first mortgage lien on a unit incurring damage to such a substantial degree that they are thereby rendered completely unusable, shall have priority with respect to the distribution of any insurance proceeds against the owners of any units in the development.

B. The Board of Managers shall also have the authority to and shall obtain comprehensive public liability insurance, in

such limits as it may deem desirable, insuring each unit owner and the Association, Board of Managers, manager and professional managing agent from liability in connection with the common elements, and the premiums for such insurance shall be a common expense.

C. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and all the owner's additions and improvements thereto including all fixtures within the unit such as kitchen cabinets and built in kitchen and bath fixtures, equipment and appliances and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided.

ARTICLE FOURTEEN: MAINTENANCE, REPAIRS AND REPLACEMENTS

A. Each unit owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs and replacements within his own unit including, but not limited to, flues and chimneys, air conditioning, plumbing fixtures, windows, window screens, refrigerators, ranges and other kitchen appliances, provided, however, such maintenance, repairs and replacements as may be required for the functioning of the plumbing fixtures within the unit, and for the bringing of water, gas or electricity to or through the unit or any existing plumbing fixtures shall be furnished by the Association, as part of the common expense. The Association may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by building personnel as a common expense.

B. If, due to a pet, or other negligent act or omission of a unit owner, or of a member of his family or of a guest or other authorized visitor, occupant or lessee of such unit owner, damage shall be caused to the common elements or to a unit or units owned by others, or maintenance, repairs or replacements shall be thereby required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association. Maintenance, repairs and replacements to the common elements or the units shall be subject to the Rules and Regulations adopted by the Board of Managers.

C. Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all of the unit owners obtained as part of the common expenses as above provided.

ARTICLE FIFTEEN: ALTERATIONS, ADDITIONS AND IMPROVEMENTS

A. Each unit owner shall furnish and be responsible for, at his expense, all of the decorating within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, window screens, curtains, lamps and other furnishings and interior decorating. The maintenance responsibilities in this

Article shall be subject to the Rules and Regulations adopted by the Board of Managers. All interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of such respective unit owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the property shall be subject to the Rules and Regulations adopted by the Board of Managers.

B. Decoration of the common elements and any redecoration of units to the extent made necessary by any damage to existing decoration of such units caused by maintenance, repair or replacement work on the common elements by the Association, shall be furnished by the Association as part of the common expenses.

C. No alterations of any common elements or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Board of Managers.

ARTICLE SIXTEEN: DAMAGE, DESTRUCTION
RECONSTRUCTION AND CONDEMNATION

A. In case of fire or other disaster, if the insurance proceeds are insufficient to reconstruct the building within one hundred and eighty (180) days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice;

1. The property shall be deemed to be owned in common by the unit owners;

2. The undivided interest in the property owned in common which shall appertain to each unit owner shall be the share of undivided ownership previously owned by such owner in the common elements;

3. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and

4. The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each unit owner in the property, after first making payments for all liens on the undivided interest in the property owned by each unit owner.

B. In case of fire or any other disaster the insurance proceeds, if sufficient to reconstruct the building, shall be applied to such reconstruction. Reconstruction of the building, as used in this and the next paragraph, infra, means restoring the building to substantially the same condition in which it existed prior to the fire or to other disaster, with each unit and the common elements having the same vertical and horizontal boundaries as before.

C. Any reconstruction or repair must be substantially in accordance with the Plat or Plats for the original building at the time this Declaration is recorded, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Managers and if the damaged property is a building, by the unit owners of all damaged units therein, which approvals shall not be unreasonably

withheld.

D. If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

E. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

F. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged units and against all units owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against unit owners for damage to units shall be computed by taking the cost to repair the respective unit as a basis in relation to the cost of reconstruction and repair of the property as a whole.

G. The Board of Managers shall adopt rules and regulations for the assessments, collection of assessments and collection of insurance funds and for the payment or disbursement of the same.

H. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit that accrue prior to the time such holder comes into possession of the unit.

I. If any agency, branch or official of any governmental entity, whether federal, state or municipal, shall commence an action in eminent domain, condemnation, or otherwise take all or a portion of the property and/or common elements, then, and in that event, the Association shall have a power of attorney to take whatever action, legal or otherwise, deemed reasonably necessary and in the best interest of the unit owners and the holders of first mortgages on the condominium property. Any funds awarded as a result of any eminent domain proceeding or as a result of any governmental taking of all or a portion of the property and common elements, shall be held by the Association as trustee for the use and benefit of the members of the Association and the holders of mortgages on the units as their interests may appear. Furthermore, the holders of the first mortgage on the condominium property shall be given written notice in advance by the Association of any formal condemnation or eminent domain proceeding.

ARTICLE SEVENTEEN: REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS

A. The violation of any restriction, articles of incorporation, or condition or regulation adopted by the Board of Managers or the breach of any covenant or provisions in the By-Laws or as herein contained, shall give the Board of Managers the right, in addition to the rights set forth in the

next succeeding paragraph, to:

1. Enter upon the property which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and Developer, or its successors or assigns, or the Board of Managers, or its agents, shall not thereby be deemed guilty in any manner of trespass, or

2. Enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

3. Nothing herein shall diminish any right in law a unit owner may have to enforce such restriction, articles of incorporation, condition, regulation or By-Laws.

B. If any unit owner (either by his own conduct or by the conduct of any other guest and authorized visitors, occupants and lessees of each unit owner) shall violate any of the covenants or restrictions or provisions of this Declaration, By-Laws or the Rules and Regulations adopted by the Board of Managers, and such violation shall continue for thirty (30) days after notice thereof in writing from the Board of Managers, or shall occur repeatedly during any thirty (30) day period after written notice or request to cure such violation from the Board of Managers, then the Board of Managers shall have the power by action or a majority of its members to issue to the defaulting unit owner a ten (10) day notice in writing to terminate the rights of said defaulting unit owner to continue as a unit owner and to continue to use, occupy or control his unit and thereupon after giving such ten (10) day notice commence an action in equity by the Board of Managers against the defaulting unit owner for a decree of mandatory injunction against the unit owner or occupant, subject to the prior written consent of any mortgagee having a security interest in the unit ownership of the defaulting unit owner.

C. All expenses of the Association in connection with any such actions or proceedings, including court costs, attorneys fees, collection costs, and all damages, liquidated or otherwise, together with interest thereon at the rate of 10% per annum until paid, shall be charged to and assessed against such defaulting unit owner as part of his respective share of the common expenses. The Association shall have a lien for all of the expenses in this subparagraph, in addition to other liens provided in the Declaration and Act, upon the unit and share of ownership in the common elements of such defaulting unit owner and upon all of his additions and improvements thereto and upon all of his personal property in his unit or located elsewhere on the property.

D. The proceeds of any such judicial sale shall first be paid to discharge the expenses in paragraph C of Article Seventeen and all other expenses of the proceeding, and all such items shall be taxed against the defaulting owner in said decree. Any balance of proceeds after satisfaction of such charges, unpaid assessments, liens, mortgages or deeds of trust shall be paid to the unit owner. Upon the confirmation of such sale, the purchaser thereof shall thereupon be entitled to a deed to the unit ownership and to immediate possession of the unit sold and may apply to the court for a writ of execution for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the property sold

subject to this Declaration, and the purchaser shall become a unit owner in the place and stead of the defaulting unit owner.

ARTICLE EIGHTEEN: AUTHORITY OF THE DEVELOPER

Until such time as Developer shall have consummated the sale of 88.8% of all units of Belleek Condominium as provided for herein or as increased pursuant to Article 19A and Exhibit D hereof, or until Developer otherwise consents in writing, or until July 31, 1982, whichever first occurs, Developer shall exercise all the powers, rights, duties and function of the Board of Managers. The Developer shall also have the power from time to time to vote as a unit owner for each unit that the Developer owns at the time such vote is taken.

ARTICLE NINETEEN: AMENDMENTS

A. It is Developer's intention, and Developer expressly reserves the right, to enlarge Belleek Condominium by submitting all or part of the parcels designated on Exhibit D hereof, and any buildings or improvements now or hereafter thereon, to the terms and provisions of this Declaration of Condominium, By-Laws and Indenture, by amendment thereto, provided however that nothing herein shall be deemed to require Developer to enlarge Belleek Condominium by the incorporation of all or any part of said parcels. In any event, the total number of units which may be made subject to this Declaration of Condominium, By-Laws and Indenture shall not exceed eighteen (18) units. Each grantee of Developer, by the acceptance of a deed of conveyance, shall be deemed to have consented to such enlargement, and to such amendments to this Declaration and the plat or plats filed by Developer to include any part of said parcels as part of Belleek Condominium, and to change the number of units by reason of the inclusion of such additional parcel or parcels and to amend the percentage of ownership interests in the common elements allocated to each unit by reason of the inclusion of such units. Without limiting the generality of the foregoing, each unit owner shall, by and upon taking title to any unit, be conclusively deemed to have appointed the Developer as such owner's agent and attorney in fact for such owner to acknowledge the consent of such unit owner to the inclusion of such additional parcel or parcels, to an increase in the number of units, and to amend the percentage of ownership interests in the common elements allocated to each unit, and to execute any instrument required or appropriate to carry out the terms and provisions of this section. All owners shall be deemed to have mutually covenanted with each other and with Developer not to attempt to revoke the aforesaid designation of attorney in fact and powers thereunder for a period of ten (10) years from and after the date of recording of this Declaration, and any attempted revocation prior to expiration of said ten (10) years shall be of no force and effect. When, as, and if, any unit owner shall have the right to revoke said designation of attorney in fact and the powers thereunder, such revocation shall not be effective until placed of record in the City of St. Louis Recorder's Office. The right to incorporate any portion of the foregoing parcels under the procedure herein set forth shall continue for a period of seven (7) years from the date of this instrument, and in the event any portion thereof has not been made subject to this Declaration of Condominium, By-Laws and Indenture within said seven (7) year period, said property shall not be admissible under the procedure herein provided.

B. Developer expressly reserves the right to amend this Declaration of Condominium and By-Laws to reflect accurately any changes in the location, elevation, measurement or dimen-

sion indicated on a prior recorded plat. Each grantee of Developer, by the acceptance of a deed of conveyance, shall be deemed to have consented to such an amendment and shall be conclusively deemed to have appointed Developer as such owner's agent and attorney-in-fact for such owner to acknowledge the consent of such unit owner to such an amendment. All owners shall be deemed to have mutually covenanted with each other and Developer not to attempt to revoke the aforesaid designation of attorney-in-fact and powers thereunder for a period of ten (10) years from and after the date of recording of this Declaration, and any attempted revocation prior to the expiration of said ten (10) years shall be of no force and effect. When, as, and if, any unit owner shall have the right to revoke said designation of attorney-in-fact and the powers thereunder, such revocation shall not be effective until placed of record in the City of St. Louis Recorder's Office.

C. Except as otherwise provided in Sections A and B hereof, the provisions of this Declaration may be amended from time to time upon the approval of such amendment or amendments by the Association pursuant to a resolution or written consent approving such amendment or amendments adopted or given by not less than sixty-six percent (66%) of all of the unit owners, provided, however, that if the Act, Declaration or By-Laws shall require a greater percentage of consent or agreement of the unit owners or of all lien holders for any action specified in the Act, Declaration or By-Laws, then any amendment or amendments with respect to such action shall require such percentage. Furthermore, no major and material amendment to the Declaration shall be valid unless prior written approval is secured from the holders of the first deeds of trust on the units. No amendment shall be valid or effective until such amendment is duly recorded in the Office of the Recorder of Deeds in the City of St. Louis, provided, however, that this Declaration and By-Laws shall at all times contain the minimum requirements imposed by the Act.

D. Except as otherwise provided in Section A hereof, no amendment shall increase or decrease any unit owner's interest in his unit nor the share in the common elements appurtenant to it, nor increase the unit owner's share of the common expenses, unless the record owner of the units concerned and all record owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration make any change in Article Thirteen nor in Article Sixteen of this Declaration unless the record owners of all mortgages upon units in the condominium shall join in the execution of the amendment.

ARTICLE TWENTY: GENERAL PROVISIONS

A. The captions of the various Articles are for purposes of reference only, and are not deemed to have any substantive effect.

B. Upon written request to the Board of Managers the holder of any recorded mortgage or deed of trust against any unit shall thereafter be given copies of any and all notices permitted or required by this Declaration to be given to the unit owner, or owners, whose unit ownership is subject to such mortgage or deed of trust.

C. Notices required to be given to the Board of Managers may be delivered to any member of the Board of Managers either personally or by certified mail, postage fully prepaid, addressed to such member or officer at his unit, return receipt requested.

D. Each grantee of Developer, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which this Declaration is subject, 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 at any time any interest or estate in said property, and shall inure to the benefit of such unit owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance.

E. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration 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.

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

G. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development and operation of a first class Condominium development. The 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 and is not subject to Section 448.210 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 plus twenty-one years. If any provision is deemed to be invalid, then the elimination of such provision shall not affect the remaining provisions.

H. Before any unit owner shall become a member of and serve on the Board of Managers, he shall qualify to be bonded. The Board of Managers shall procure a blanket fidelity bond on themselves individually and collectively for the benefit of all unit owners in the sum of at least Fifty Thousand Dollars (\$50,000.00). The bond shall be written only by a bonding company approved to write fidelity bonds by the St. Louis City Probate Court for Executors and Administrators. The cost of premiums for such blanket bond shall be paid out of the general funds of this Condominium as a general charge and shall not be borne by the individual members of the Board of Managers.

I. Any unit owner shall have the right, at any time, to execute a lease with respect to the unit he owns. However, no unit owner may lease less than his entire unit and any lease agreement concerning the owner's unit must be in writing. Furthermore, any such lease agreement shall be made expressly subject to all of the provisions of this Declaration and the provisions of the By-Laws of the Association. The lease agreement shall expressly state that any failure by the Lessee to comply with the terms of the aforesaid documents shall constitute a default under the lease.

ARTICLE TWENTY-ONE: BOARD OF MANAGERS MAY ACT FOR OWNERS - ACTIONS - SERVICE OF PROCESS

A. The Board of Managers or the members thereof are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the property, or to acquire

any lien hereon, or to acquire or receive the proceeds of any policy of insurance or other monies, goods, or chattels, with respect to the property, and such actions shall be carried out in the names of the members of the Board of Managers and their successors in office from time to time, as trustees, on behalf of some or all of the unit owners, as the case may be.

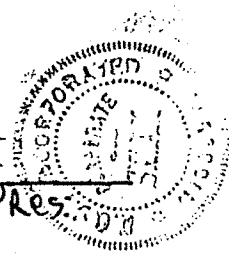
B. Without limiting the rights of any unit owner, actions may be brought in the names of the members of the Board of Managers on behalf of two or more of the unit owners, as their respective interests may appear, with respect to any cause of action relating to the common elements of more than one unit. Service of process on two or more unit owners in any action relating to the common elements of more than one unit may be made on any member of the Board of Managers. No provision in this Declaration or in the By-Laws of the Association shall be interpreted or construed in any fashion to remove any legal rights an individual unit owner may presently have under the Missouri Condominium Property Act, or as same may be from time to time amended.

C. In the event of any violation of any ordinances affecting the common elements, service of notice thereof or service of process in any prosecution for ordinance violation may be made on any member of the Board of Managers in lieu of naming or serving all unit owners having an interest in the common elements, and such proceedings shall bind all unit owners. In the event that judgment is rendered in such proceeding against the Board of Managers, the Board of Managers shall satisfy such judgment, including payment of all costs, fines and attorney's fees and including the expenditure of all funds necessary to cure such violation. The Board of Managers shall have the right to prorate and assess any costs so incurred against those unit owners that gave rise to the cause of action, violation and judgment. In the event the unit owners do not satisfy the special assessment, the Board may proceed under Article Seventeen.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 24 day of July, 1981.

K.O.D., INC.

By Kevin M. O'Brien
KEVIN M. O'BRIEN, Pres.



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

On this 24th day of July, 1981, before me appeared KEVIN M. O'BRIEN, to me personally known, who, being by me duly sworn, did say that he is President of K.O.D., Inc., a Missouri corporation, and said KEVIN M. O'BRIEN acknowledged said Declaration of Condominium Ownership for Belleek Condominium to be the free act and deed of said corporation.

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

Linda Jacobson

My term expires:

10-3-81

NOTARY PUBLIC
 MISSOURI
 My commission expires

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BELLECK CONDOMINIUM

Part of Lot 18 of COLEMAN'S SUBDIVISION in Block No. 47 of PETER LINDELL'S SECOND ADDITION and in Block No. 3897 of the City of St. Louis, beginning in the South line of McPherson Avenue, 450 East of the East Line of Taylor Avenue, thence Eastwardly along the South line of McPherson Avenue 50 feet, thence Southwardly at right angles to McPherson Avenue 170 feet, 6 inches, thence Westwardly parallel to McPherson Avenue 50 feet, thence Northwardly at right angles with McPherson Avenue 170 feet 6 inches to the point of beginning.

Part of Lot 17 of COLEMAN'S SUBDIVISION and in Block No. 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue by a depth Southwardly of 170 feet 6 inches, more or less, to property now or formerly of H. M. Jones; bounded on the West by a line 550 feet East of the East line of Taylor Avenue.

EXHIBIT BBY-LAWSOF

BELLEEK CONDOMINIUM, INC.

ARTICLE I

Section 1. The members of Belleek Condominium, Inc., a not-for-profit corporation organized under the provisions of the General Not for Profit Corporation Act of the State of Missouri, (which corporation is hereinafter referred to as the "Association") shall consist of the respective unit owners of the property located at 4438-4448 McPherson Avenue, St. Louis, Missouri, and unit owners of the property which may be submitted hereafter under Article Nineteen of the Declaration in accordance with the Declaration of Condominium Ownership for Belleek Condominium, which said Declaration is recorded in the Office of the Recorder of Deeds of St. Louis City, Missouri, and appended to said Declaration is a copy of these By-Laws marked Exhibit "B". (The words "member" or "members" as used in these By-Laws under the General Not for Profit Corporation Act of the State of Missouri mean and shall refer to a "unit owners", as the case may be, referred to in the Declaration and the Condominium Property Act of the State of Missouri, herein referred to as "Act".)

Section 2. The membership of each unit owner shall be determined as provided for in the Declaration. The Association may issue certificates evidencing membership therein.

Section 3. The meeting of unit owners shall be held at the property at 4438 McPherson Avenue, St. Louis, Missouri, or at such other place in St. Louis City, Missouri, as may be specified in the notice of the meeting. The first annual meeting of the unit owners shall be held on the date and at the time Developer specifies in a written notice to all unit owners, said date to be within 14 days after Developer's control has ended in accordance with Article Eighteen of the Declaration, and thereafter the annual meeting of the unit owners shall be held on the first Monday of August of each year at the same hour or at such other date or hour specified in the written notice of such meeting. Special meetings of the unit owners may be called by the President or by a majority of the Managers of the Board. Written notice of the annual meeting of unit owners and all special meetings shall be delivered to all unit owners and institutional holders of a first mortgage on any unit no less than seven days prior to any such meeting. Any unit owner or holder of a first mortgage shall have the right to designate a representative to attend all annual and special meetings. If sent by mail, notice shall be considered timely if mailed no less than seven days prior to any meeting.

Section 4. The aggregate number of votes for all unit owners shall be one hundred (100), which shall be divided among the respective unit owners in accordance with their respective share of ownership in the common elements. If any unit owner consists of more than one person, the voting rights of such unit owner shall not be divided and shall be exercised only as if the unit owner consisted of only one person in accordance with the written proxy or other designation made by the persons constituting such unit owner and submitted to the Board of Managers on or before the date of said meeting. The developer

shall, at its sole discretion, exercise the voting rights with respect to unsold units while owned by the Developer.

Section 5. In all elections for Managers, each unit owner shall be entitled to vote on a cumulative voting basis.

Section 6. A quorum of unit owners for any meeting shall be constituted by unit owners represented in person or by proxy and holding a majority of the votes of all unit owners.

ARTICLE II

Section 1. The Board of Managers of the Association (referred to in said Declaration and in the Condominium Property Act of the State of Missouri, as the "Board of Managers", but referred to as the "Board of Directors" in the General Not for Profit Corporation Act of the State of Missouri, and sometimes referred to herein as the "Board") shall, except as provided for in the Declaration, consist of three (3) persons elected by a majority vote of the unit owners. The unit owners may increase or decrease such number of persons on the Board from time to time at any annual or special meeting of the owners, provided, that such number shall not be less than three (3). The first Board of Managers shall be determined as provided for in the Articles of Incorporation. Except as provided for in the Declaration, each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified.

Section 2. Except as provided for in the Declaration, the Board shall be elected from among the unit owners, and each manager shall be a unit owner or the spouse of a unit owner (or, if a unit owner is a corporation, partner or beneficiary of such unit owner), and each manager shall also reside on the property, except for managers nominated or designated by the Developer. If a manager shall cease to meet such qualifications during his term, he shall immediately upon such cessation cease to be a manager and his place on the Board shall be deemed vacant.

Section 3. Except as provided for in the Declaration, any vacancy occurring in the Board shall be filled by election by the unit owners at the next annual meeting or at a special meeting of unit owners called for such purpose.

Section 4. An annual meeting of the Board shall be held immediately following the annual meeting of unit owners and at the same place. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each manager, delivered personally or by mail or telegram. Any manager may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

Section 5. Except for the first Board of Managers as provided for in the Declaration, any manager may be removed from office by the vote of at least three-fourths of the votes of all unit owners.

Section 6. Managers shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the unit owners.

Section 7. The Board shall have the following powers and duties:

- (a) to elect the officers of the Association as herein-after provided;
- (b) to administer the affairs of the Association and of the property;
- (c) to engage the services of a professional managing agent who shall manage and operate the property for all of the unit owners, upon such terms and for such compensation and with such authority as the Board may approve;
- (d) to formulate policies for the maintenance, management, operation, repair and replacement of the property; provided, however, that any Management Agreement entered into between the Association and a Manager shall be terminable by the Association upon thirty days written notice, shall not have a term in excess of one year and shall be renewable at the option and sole discretion of the Association;
- (e) to adopt and enforce administrative rules and regulations governing the maintenance, management, operation, repair and replacement of the property, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, management, operation, repair and replacement of the property and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the managers or managing agent; provided, however, that the prior written approval of the Federal National Mortgage Association shall be required should the Association make any decision to terminate professional management and assume self management of the development;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the property, and to delegate any such powers to said managing agent (and any such employees or other personnel which may be the employees of said managing agent).
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the unit owners their respective shares of such estimated expenses, as hereinafter provided; (i) to comply with the instruction of a majority of the unit owners, as expressed in a resolution duly adopted at any annual or special meeting of the unit owners;
- (j) to exercise all other powers and duties of the Board of Managers or unit owners as a group referred to in the Act, and all powers and duties of a "board of directors" referred to in the General Not for Profit Corporation Act of the State of Missouri, and all powers and duties of the Board of Managers as stated to in the Declaration and these By-Laws; (k) to enforce the Declaration, any and all restrictions governing the property and to take any and all necessary steps to secure the enforcement and compliance of the same;

- (1) to exercise any and all other powers or acts as are authorized by the Declaration.

ARTICLE III

Section 1. At each annual meeting, the Board shall elect the following officers of the Association:

- (a) A President, who shall be a manager and who shall preside over the meetings of the Board and of the unit owners, and who shall be the chief executive officer of the Association;
- (b) A Vice-President, who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;
- (c) A Secretary, who shall keep the minutes of all meetings of the Board and of the unit owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the managing agent;
- (d) A Treasurer, who shall keep the financial records and books of account;
- (e) Such additional officers as the Board shall see fit to elect.

Section 2. The respective officers shall have the general powers usually vested in such officers of a not-for-profit corporation; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Each officer shall hold office for the term of one year and until his successor shall have been elected and qualified.

Section 4. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time with or without cause by the Board at a special meeting thereof.

Section 5. The officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the unit owners.

Section 6. The president of the Board shall serve as a trustee under the Belleek Pool Declaration of Restrictions, a copy of which is attached hereto as Exhibit F and incorporated herein by this reference.

ARTICLE IV

Section 1. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not by way of limitation, salaries, wages, payroll taxes, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and other common utilities, management fees and other common expenses (as distinguished from individual mortgage payments, real estate taxes and indi-

vidual telephone, electricity, gas and other individual utility expenses billed or charged to the separate unit owners on an individual or separate basis rather than a common basis). The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the laundry and other common elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. To the extent that the assessments and other cash income collected from the unit owners during the preceding years shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account.

Section 2. Until commencement of the first fiscal year after completion of the building, unit owners shall pay, commencing with the respective closing dates of purchase of their respective units, as their respective monthly assessments for the common expenses, one-twelfth (1/12) of the estimated annual budget for the first fiscal year, as estimated by the managing agent and approved by the Board, multiplied by their respective shares of ownership in the common elements. At the time of the initial purchase of a unit, unit owners shall be required to contribute as initial working capital and reserves for the Association, two monthly assessments, as hereinabove described, in addition to the normal assessment for the first month. Assessments for fractions of a month shall be prorated.

Section 3. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each unit owner not later than 90 days after the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each unit owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each unit owner shall be in accordance with his respective share of ownership in the common elements as set forth in Exhibit "C" to the Declaration. The Board may cause to be sent to each unit owner on or before the first day of each month a statement of the monthly assessment of such unit owner for such month, but the failure to send or to receive such monthly statement shall not relieve any unit owner of his obligation to pay his monthly assessment on or before the first day of each month. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each unit owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each unit owner shall pay his monthly assessment on or before the first day of each month to said managing agent or as may be otherwise directed by the Board. No unit owner shall be relieved of his obligation to pay his assessment for common expenses by abandoning or not using his unit or the common elements.

Section 4. Within 90 days after the end of each year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each unit owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable. Furthermore, any unit owner or any institutional holder of a first mortgage on any unit shall receive an annual audited financial statement from the Board within ninety days following the end of any fiscal year, provided, that any unit owner or any institutional holder of a first mortgage on

any unit requesting such statement agrees to pay the costs involved in the preparation of any such statement.

Section 5. The Board shall cause to be kept a separate account for each unit owner showing the respective assessments charged to and paid by such unit owner, and the status of his account from time to time. Upon 10 days notice to the Board, and the payment of a reasonable fee therefor, any unit owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

Section 6. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of such supplemental assessment shall be made to each unit owner for his proportionate share of such supplemental budget.

Section 7. The Board shall not approve any capital expenditures in excess of Five Thousand Dollars (\$5,000.00), nor enter into any contracts for more than three (3) years, without the approval of a majority of the unit owners (as such majority is defined in the Declaration).

Section 8. At the time each unit is first purchased from the Developer, the purchasing unit owner shall pay to said managing agent, or as otherwise directed by the Board, an amount equal to the first two full monthly assessments for such unit owner, which amount shall be used and applied as an operating reserve for common expenses. The amounts so paid by the unit owners for operating reserves, together with amounts paid from time to time by unit owners for monthly assessments and supplemental assessments, shall be held and used and applied from time to time for the payment of common expenses as and when needed. All such amounts from time to time on hand and unexpended shall be deemed to be part of the common elements and owned by the unit owners in accordance with their respective share of ownership of the common elements.

Section 9. It shall be the duty of every unit owner to pay his proportionate share for the common expenses, in the same ratio as his share of ownership in the common elements as set forth in the Declaration, and as assessed in the manner herein provided. If any unit owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof shall constitute a lien on the interest of such unit owner in the property. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these By-Laws, or otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 10. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the property specifying and itemizing the common expenses incurred, and such records and the vouchers authorizing the payments of such common expenses shall be available for examination by the unit owners, and by the holders of a first mortgage on any unit, at convenient hours of the week days. Such payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V

The use of each unit and all common elements are subject to the restrictions, and each of them, as set forth in the Declaration, which run with the land and are perpetual and appurtenant to the property, units and common elements.

ARTICLE VI

Section 1. These By-Laws may be amended or modified from time to time by action or approval of a majority of the unit owners, except that By-Laws affecting the Developer shall not be amended or modified until Developer has consummated the sale of 88.8% of all units of Belleek Condominium as provided for in the Declaration or as increased pursuant to Article Nineteen A and Exhibit D of the Declaration, or until Developer consents in writing or until July 31, 1981. Such amendments shall be recorded in the Office of the Recorder of Deeds of St. Louis City, Missouri.

Section 2. Any material amendments or modifications to these By-Laws shall not be made without the prior written approval of the Federal National Mortgage Association, which approval shall not be unreasonably withheld.

ARTICLE VII

The various terms and words used in these By-Laws shall have the same definition as set forth in the Declaration.

Adopted this 24 day of July, 1981.

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

I, the undersigned, Recorder of Deeds for said City and State, do hereby certify that the foregoing instrument of writing was filed for record in my office, on the ___ day of _____ A.D. 19___, at ___ o'clock __ M., and is truly recorded in Book ___, Page ___.

Witness my hand and official seal on the day and year aforesaid.

Recorder.

PITZMAN'S CO. OF SURVEYORS & ENGINEERS

415 DEBALIVIERE AVENUE SOUTH 102 ST LOUIS MO 63112

314/ 367 3344

July 23, 1981

Exhibit " C "

BELLEK CONDOMINIUM - PHASE I

<u>UNIT NO.</u>	<u>UNIT AREA IN SQ. FT.</u>	<u>% OF TOTAL UNIT AREA</u>
I-A	1220	11.063
I-B	1232	11.172
I-C	1496	13.565
I-D	1509	13.683
2-A	1215	11.017
2-B	1340	12.151
2-C	1510	13.693
2-D	1506	13.565
	<u>11028</u>	<u>100.000%</u>

EXHIBIT D

Future Bellvue Condominium Phase 2.

The Western 50 feet of the Northern 160 feet of Lot 19 of Nathan Coleman's Subdivision and in Block 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly of 160 feet.

A Lot in Block 3897 of the City of St. Louis, fronting 11.44 feet on the South line of McPherson Avenue by a depth Southwardly of 170 feet 6 inches, bounded on the West by a line 238.66 feet West of the East line of Taylor Avenue, being property conveyed to Myles E. Pomeroy and wife by deed recorded in Book 181M page 539.

Part of Lots Nos. 19 and 20 of Nathan Coleman's Subdivision in Block No. 47 of Peter Lindell's Second Addition and in Block No. 3897 of the City of St. Louis, beginning at a point in the North line of Pershing Avenue, 292 feet 6-1/2 inches East of the East line of Taylor Avenue, thence Northwardly 144 feet 2-5/8 inches to a point distant 283 feet 4 inches East of the East line of Taylor Avenue, thence Eastwardly 33 feet 4 inches, thence Southwardly 135 feet 7 inches to the North line of Pershing Avenue, thence Westwardly along the North line of Pershing Avenue 34 feet 5 inches to the point of beginning.

The Eastern 50 feet of the Northern 160 feet of Lot No. 20 of Nathan Coleman's Subdivision of Block No. 47 of Peter Lindell's Second Addition, and in Block No. 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly, between parallel lines, of 160 feet.

END OF DOCUMENT

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BELLEEK CONDOMINIUM

THIS AMENDMENT, made and entered into as of this 19th day of August, 1981, by K.O.D., Inc., a Missouri corporation ("Developer");

WITNESSETH: WHEREAS, Developer has executed and recorded a Declaration of Condominium Ownership for Belleek Condominium on July 27, 1981, Book 270M, page 564, in the Recorder of Deeds Office for the City of St. Louis ("Declaration"); and

WHEREAS, Developer owns all of the units in Belleek Condominium; and

WHEREAS, Developer is desirous of amending the Declaration in certain respects;

NOW, THEREFORE, Developer hereby consents to and adopts the following Amendment to Declaration:

1. Article Thirteen, paragraph A is hereby deleted in its entirety and the following paragraph A is hereby inserted in lieu thereof:

"A. The Board of Managers shall have the authority to and shall obtain insurance for the property against loss or damage by fire and such other hazards as the Board of Managers may deem advisable for the full insurable replacement cost of the property. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Board of Managers, as the trustee for each of the unit owners in their respective share of ownership in the common elements as established in the Declaration. Premiums for such insurance shall be common expenses. The policy of insurance may contain a loss payable clause containing the words, 'To the holder or holders of mortgages or deeds of trust of record, if any, as their interests may appear' without specifically naming the holder or holders in the clause, in which event the proceeds shall thereupon be payable jointly to the Board of Managers and the holder of mortgages or deeds of trust of record, as trustees for each of the unit owners. The Board of Managers shall have full power to adjust all insurance losses by suit or otherwise and payment accepted by the Board of Managers hereunder shall constitute a discharge to the insurer. In the event that a substantial loss or destruction results with respect to any particular unit, thereby rendering that unit completely uninhabitable, or with respect to the common elements, thereby rendering them completely unusable, then and in that event, the Board of Managers shall give written notice of such occurrence to the institutional holder or holders of any mortgage lien on said unit or the common elements. Furthermore, the institutional holder or holders of any mortgage lien on a unit

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SHARON CARPENTIER
RECORDER

incurring damage to such a substantial degree that it is thereby rendered completely uninhabitable, or the institutional holder or holders of any mortgage lien on the common elements incurring damage to such a substantial degree that they are thereby rendered completely unusable, shall have priority with respect to the distribution of any insurance proceeds against the owners of any units in the development."

2. Article Sixteen, paragraphs A and B are hereby deleted in their entirety and the following paragraphs A and B are inserted in lieu thereof:

"A. If any portion of the condominium for which insurance is required under Article Thirteen, Paragraph A is damaged or destroyed due to fire or other disaster, the insurance proceeds, if sufficient to reconstruct said damaged or destroyed portion, shall be applied to such reconstruction. 'Reconstruct', as used in this article, means restoring the property to substantially the same condition in which it existed prior to the destruction.

B. If any building on the property is damaged or destroyed and the insurance proceeds are insufficient to reconstruct said building and the unit owners and all other parties in interest do not voluntarily make provision for reconstruction of the building within one hundred and eighty days from the date of damage or destruction, the Board of Managers may record a notice setting forth such facts and upon the recording of such notice:

1. The property shall be deemed to be owned in common by the unit owners;
2. The undivided interest in the property owned in common which shall appertain to each unit owner shall be the share of undivided ownership previously owned by such owner in the common elements;
3. Any liens affecting any of the units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the unit owner in the property as provided herein; and
4. The property shall be subject to an action for partition at the suit of any unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the unit owners in a percentage equal to the percentage of undivided interest owned by each unit owner paying out of the respective shares of the unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner."

3. Article Twenty, paragraph D is hereby deleted in its entirety and the following paragraph D is hereby inserted in lieu thereof:

"D. Each grantee of Developer, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which this Declaration is subject, 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 permanent and perpetual covenants running with the land, and shall bind any person having at any time any interest or estate in said property, and shall inure to the benefit of such unit owner in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance."

4. Article Twenty-One, paragraph A is hereby deleted in its entirety and the following paragraph A is hereby inserted in lieu thereof:

"A. Whenever in the Condominium Property Act of the State of Missouri, or in this Declaration, the Board of Managers or the members thereof are authorized or directed to acquire, hold, lease, mortgage or convey any part of or interest in the property, or to acquire any lien hereon, or to acquire or receive the proceeds of any policy of insurance or other monies, goods, or chattels, with respect to the property, such actions shall be carried out in the names of the members of the Board of Managers and their successors in office from time to time, as trustees, on behalf of some or all of the unit owners, as the case may be."

5. Except as herein amended, all of the terms and conditions of the Declaration shall remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the party hereto has executed this Amendment the day and year first above written.

K.O.D., INC.

By Kevin M. O'Brien
Kevin M. O'Brien

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

On this 19th day of August, 1981, before me appeared Kevin M. O'Brien, to me personally known, who, being by me duly sworn, did say that he is President of K.O.D., Inc., a Missouri corporation, and said Kevin M. O'Brien acknowledged said Amendment to Declaration of Condominium Ownership for Belleek Condominium to be the free act and deed of said corporation.

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

Betty Jane Walter
Notary Public

My commission expires:
BETTY JANE WALTER
NOTARY PUBLIC, STATE OF MISSOURI
MY C. 11/1/81
St. Louis, Mo.

860

AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP
FOR BELLEEK CONDOMINIUM

THIS AMENDMENT, made and entered into as of this 13th day of October, 1981, by K.O.D., Inc., a Missouri corporation ("Developer");

WITNESSETH:

WHEREAS, by instrument titled "Declaration of Condominium Ownership for Belleek Condominium", recorded in Book 278M, Page 564, in the Recorder of Deeds Office for the City of St. Louis, Developer has heretofore submitted and imposed upon the property therein described in Exhibit A and Exhibit E thereto, recorded in Plat Book 46, Pages 13 and 14, of the Recorder of Deeds Office for the City of St. Louis, the provisions, rights, options, privileges, terms and conditions of the "Condominium Property Act of Missouri", Chapter 448 Revised Statutes of Missouri; and

WHEREAS, Developer has recorded an instrument titled "Amendment to Declaration of Condominium Ownership for Belleek Condominium" in Book 281M, Page 758, in the Recorder of Deeds Office for the City of St. Louis; and

WHEREAS, the aforesaid Declaration of Condominium Ownership does provide for the amendment thereof to include all or part of the parcels described on Exhibit D thereof, and to change the number of units by reason of the inclusion of such additional parcel or parcels and to amend the percentage of ownership interests in the common elements allocated to each unit by reason of the inclusion of such units, and does further provide that each grantee of Developer, by the acceptance of a deed of conveyance, and each subsequent purchaser, by the acceptance of a deed of conveyance, is to be deemed to have consented to such amendment to such

SHARON CARPENTER
RECORDER

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Declaration and Plat, and to have appointed and constituted Developer as attorney-in-fact for the purpose of executing any instrument necessary to effect such amendment; and

WHEREAS, the parcel of real property more particularly described on Exhibit A hereof constitutes the parcels designated on Exhibit D to the said Declaration of Condominium Ownership; and

WHEREAS, pursuant to the foregoing, Developer for itself and as attorney-in-fact for the unit owners of Belleek Condominium does hereby exercise the power to amend the aforesaid Declaration and Plat to include the additional parcel hereinafter more particularly described on Exhibit A and to change the number of units by reason of the inclusion of such additional parcel and to amendment the percentage of ownership interests in the common elements allocated to each unit in Belleek Condominium by reason of the inclusion of such units, as hereinafter set forth;

NOW, THEREFORE, Developer, pursuant to the authority to amend as set forth in the aforesaid Declaration of Condominium Ownership and in accordance with the Condominium Property Act of Missouri, for itself and as attorney-in-fact for the unit owners of Belleek Condominium, does hereby amend the Declaration of Condominium Ownership for Belleek Condominium as recorded in Book 278M, Page 564, and as amended in Book 281M, Page 758 as follows:

1. There is hereby included as part of Belleek Condominium the parcel of real property more particularly described on Exhibit A hereof. The condominium plat of said parcel is recorded in Plat Book 46, Pages 27, 24, 25 of the Recorder of Deeds Office for the City of St. Louis.

2. The percentage of ownership interest in the common elements allocated to each unit of Belleek Condominium, including the parcel designated as Belleek Condominium on Exhibit A to the Declaration recorded in Book 278M, Page 564, of the City of St. Louis Records, and the parcel being added hereby, described on Exhibit A hereof, shall be set out in Exhibit B attached hereto and hereby made a part hereof.

IN WITNESS WHEREOF, K.O.D., Inc. has executed this Amendment this 13 day of October, 1981.

K.O.D., INC.

By Kevin M. O'Brien
Kevin M. O'Brien

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

On this 13 day of October, 1981, before me appeared Kevin M. O'Brien, to me personally known, who being by me duly sworn, did say that he is the President of K.O.D., Inc., a Missouri Corporation, and said Kevin M. O'Brien acknowledged said Amendment to Declaration of Condominium Ownership for Belleek Condominium to be the free act and deed of said corporation.

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

Notary Public

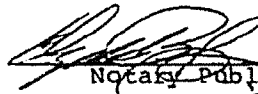
My Commission Expires:

May 15, 1985

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

On this 13th day of October, 1981, before me appeared Kevin M. O'Brien, who being by me duly sworn, did say that he is the President of the entity referred to as "Developer" in the foregoing instrument, that the foregoing instrument was signed in behalf of unit owners of Belleek Condominium as the Attorney-in-Fact for said unit owners and he further declares that all of said unit owners are alive, have not revoked the appointment of the Developer, and he acknowledges said instrument to be the free act and deed of said unit owners as such Attorney-in-Fact.

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


Notary Public
Elizabeth A. Beling

My Commission Expires:

May 15, 1985

CONSENT OF MORTGAGEE

The undersigned, Landmark Bank of Creve Coeur, being the holder of the existing mortgage on the parcel or trace of real estate forming the subject matter of the foregoing Amendment to Declaration, hereby consents to the recording of said Amendment to Declaration and the submission of said parcel of real estate to the provisions of the Condominium Property Act of the State of Missouri and agrees that its mortgage shall be subject to the provisions of said Act and said Amendment to Declaration and the Exhibits appended thereto.

Dated: OCT. 13, 1981

LANDMARK BANK OF CPEVE COEUR

By Stephen A. Baden, EVP
Stephen A. Baden
Executive Vice-President

ATTEST:

Assistant Secretary

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

On this 13th day of October, 1981, before me appeared Stephen A. Baden, Executive Vice-President of Landmark Bank of Creve Coeur, known to me to be the person who executed the within Consent of Mortgagee in behalf of said bank and acknowledged to me that he executed the same for the purposes therein stated.

Elizabeth B. Land
Notary Public
Elizabeth B. Land

My Commission Expires:
May 18, 1985

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BELLECK CONDOMINIUM

The Western 50 feet of the Northern 160 feet of Lot 19 of Nathan Coleman's Subdivision and in Block 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly of 160 feet.

A Lot in Block 3897 of the City of St. Louis, fronting 11.44 feet on the South line of McPherson Avenue by a depth Southwardly of 170 feet 6 inches, bounded on the West by a line 238.66 feet West of the East line of Taylor Avenue, being property conveyed to Myles E. Pomeroy and wife by deed recorded in Book 181M page 539.

Part of Lots Nos. 19 and 20 of Nathan Coleman's Subdivision in Block No. 47 of Peter Lindell's Second Addition and in Block No. 3897 of the City of St. Louis, beginning at a point in the North line of Pershing Avenue, 292 feet 6-1/2 inches East of the East line of Taylor Avenue, thence Northwardly 144 feet 2-5/8 inches to a point distant 283 feet 4 inches East of the East line of Taylor Avenue, thence Eastwardly 33 feet 4 inches, thence Southwardly 135 feet 7 inches to the North line of Pershing Avenue, thence Westwardly along the North line of Pershing Avenue 34 feet 5 inches to the point of beginning.

The Eastern 50 feet of the Northern 160 feet of Lot No. 20 of Nathan Coleman's Subdivision of Block No. 47 of Peter Lindell's Second Addition, and in Block No. 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly, between parallel lines, of 160 feet.

ESTABLISHED 1850

BOOK 286 PAGE 2135

PITZMAN'S CO. OF SURVEYORS & ENGINEERS

415 DEBALIVIERE AVENUE SUITE 102 ST. LOUIS, MO. 63112

(314) 367-3344

October 8, 1981

Exhibit "B"

BELLECK CONDOMINIUM

<u>UNIT NO.</u>	<u>UNIT AREA IN SQ. FT.</u>	<u>% OF TOTAL UNIT AREA</u>
I-A	1220	4.382
I-B	1232	4.425
I-C	1496	5.373
I-D	1509	5.420
2-A	1340	4.813
2-B	1340	4.813
2-C	1510	5.423
2-D	1506	5.409
3-A	1805	6.483
3-B	1787	6.418
3-C	1733	6.225
3-D	1716	6.163
4-A	1485	5.333
4-B	1495	5.369
4-C	1728	6.206
4-D	1723	6.188
5-A	1495	5.369
5-B	<u>1723</u>	<u>6.188</u>
	27843	100.000%

END OF DOCUMENT

The following Parcel Numbers are associated with the preceeding Document

3897-00-00500
3897-00-00360
3897-00-03100
3897-00-00400

Sharon Quigley Carpenter
Recorder of Deeds
City of St. Louis

1260

AMENDMENT TO BY-LAWS OF
BELLEEK CONDOMINIUM, INC.

The undersigned unit owners, being a majority of the unit owners of BELLEEK CONDOMINIUM, INC. hereby approve and adopt the following amendments to the By-Laws of BELLEEK CONDOMINIUM, INC.:

1. Article II, Section 1 is hereby amended to read as follows:

"Section 1. The Board of Managers of the Association (referred to in said Declaration and in the Condominium Property Act of the State of Missouri, as the "Board of Managers", but referred to as the "Board of Directors" in the General Not for Profit Corporation Act of the State of Missouri, and sometimes referred to herein as the "Board") shall, except as provided for in the Declaration, consist of five (5) persons elected by a majority vote of the unit owners. The unit owners may increase or decrease such number of persons on the Board from time to time at any annual or special meeting of the owners, provided, that such number shall not be less than three (3). The first Board of Managers shall be determined as provided for in the Articles of Incorporation. Except as provided for in the Declaration, each person on the Board shall hold office for the term of one year and until his successor shall be elected and qualified."

2. A new provision concerning the fiscal year is hereby adopted as Article IV, Section 11 as follows:

"Section 11. The Board may adopt a fiscal year or change its existing fiscal year by a majority vote of the Board at any regular or special meeting of the Board. In the event the Board shall not specifically adopt a fiscal year, the fiscal year shall be the calendar year beginning January 1 and ending December 31."

Executed this 26th day of October, 1982

T.C. Falcisowski
Owner(s) of Unit 1-A

On this 26th day of October, 1982, personally appeared before me T.C. Falcisowski, owner(s) of Unit 1-A of Belleek Condominium, Inc. and who, having been first duly sworn, state that said owner executed the foregoing instrument as their own free act and deed.

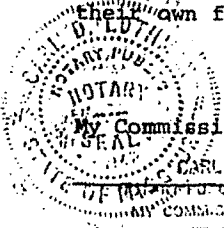
Carl D. Lothman
Notary Public

My Commission Expires:
CARL D. LOTHMAN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 9/14/85
ST. LOUIS COUNTY

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107
SHARON CARPENTER
RECORDER

John A. and Barbara P. Davidson
Barbara P. Davidson
 Owner(s) of Unit 2-A

On this 26th day of October, 1982, personally appeared before me John A. and Barbara P. Davidson, owner(s) of Unit 2-A of Belleek Condominium, Inc., and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.



Carl D. Lothman
 Notary Public
 Carl D. Lothman

My Commission Expires:

CARL D. LOTHMAN

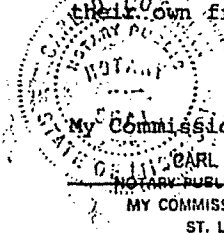
NOTARY PUBLIC, STATE OF MISSOURI

MY COMMISSION EXPIRES 9/14/85

ST. LOUIS COUNTY

Joseph and Jean Storck
Jean Storck
 Owner(s) of Unit 2-B

On this 26th day of October, 1982, personally appeared before me Joseph and Jean Storck, owner(s) of Unit 2-B of Belleek Condominium, Inc., and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.



Carl D. Lothman
 Notary Public

My Commission Expires:

CARL D. LOTHMAN

NOTARY PUBLIC, STATE OF MISSOURI

MY COMMISSION EXPIRES 9/14/85

ST. LOUIS COUNTY

Owner(s) of Unit 2-C

On this _____ day of _____, 19____, personally appeared before me _____, owner(s) of Unit 2-C of Belleek Condominium, Inc., and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

 Notary Public

My Commission Expires:

Stephanie Ann Lunday
Owner(s) of Unit 2-D

On this 26th day of October, 1982, personally appeared before me Stephanie Ann Lunday, owner(s) of Unit 2-D of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

Carl D. Lothman
Notary Public

My Commission Expires:
CARL D. LOTHMAN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 9/14/85
ST. LOUIS COUNTY

Dale and Martha Murphy
Owner(s) of Unit 3-A

On this 26th day of October, 1982, personally appeared before me Dale and Martha Murphy, owner(s) of Unit 3-A of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

Carl D. Lothman
Notary Public

My Commission Expires:
CARL D. LOTHMAN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 9/14/85
ST. LOUIS COUNTY

Jack and Robin Lardo
Owner(s) of Unit 3-B

On this 26th day of October, 1982, personally appeared before me Jack and Robin Lardo, owner(s) of Unit 3-B of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

Carl D. Lothman
Notary Public

My Commission Expires:
CARL D. LOTHMAN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 9/14/85
ST. LOUIS COUNTY

Robert B. Hess

Mary Louise Hess

Owner(s) of Unit 3-C

On this 26th day of October, 1982, personally appeared before me Robert and Mary Louise Hess, owner(s) of Unit 3-C of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

Carl D. Lothman

Notary Public

My Commission Expires:

CARL D. LOTHMAN

NOTARY PUBLIC, STATE OF MISSOURI

MY COMMISSION EXPIRES 9/14/85

ST. LOUIS COUNTY

Owner(s) of Unit 3-D

On this _____ day of _____, 19____, personally appeared before me _____, owner(s) of Unit 3-D of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

Notary Public

My Commission Expires:

William F. Greber

Owner(s) of Unit 4-A

On this 26th day of October, 1982, personally appeared before me William F. Greber, owner(s) of Unit 4-A of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

Carl D. Lothman

Notary Public

My Commission Expires:

CARL D. LOTHMAN

NOTARY PUBLIC, STATE OF MISSOURI

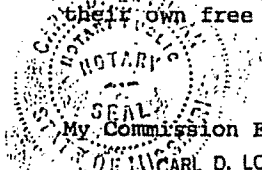
MY COMMISSION EXPIRES 9/14/85

ST. LOUIS COUNTY

Wm. H. Hermann

Owner(s) of Unit 4-B

On this 26th day of October, 1982, personally appeared before me V. M. Hermann, owner(s) of Unit 4-B of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.



Carl D. Lothman
Notary Public

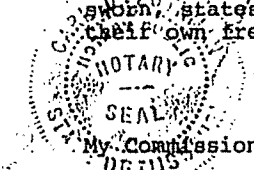
My Commission Expires:

CARL D. LOTHMAN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 9/14/85
ST. LOUIS COUNTY

Ronald S. Murray

Owner(s) of Unit 4-C

On this 26th day of October, 1982, personally appeared before me Ronald S. Murray, owner(s) of Unit 4-C of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.



Carl D. Lothman
Notary Public

My Commission Expires:

CARL D. LOTHMAN
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES 9/14/85
ST. LOUIS COUNTY

Owner(s) of Unit 4-D

On this _____ day of _____, 19____, personally appeared before me _____, owner(s) of Unit 4-D of Belleek Condominium, Inc. and who, having been first duly sworn, states that said owner executed the foregoing instrument as their own free act and deed.

Notary Public

My Commission Expires:

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JUL 19 1984
McPHERSON MGT.

AMENDMENT TO DECLARATION OF
BELLEEK CONDOMINIUM, INC.

The undersigned, being all of the unit owners of BELLEEK CONDOMINIUM, INC., hereby amend the DECLARATION OF CONDOMINIUM OWNERSHIP FOR BELLEEK CONDOMINIUM, as recorded in the City of St. Louis Recorder of Deeds' office at Book 278M, Page 564, and as amended by an amendment recorded at Book 281, Page 758, pursuant to the terms of Article Nineteen, Paragraphs C and D thereof, to-wit:

1. The Percent Ownership of Belleek Condominium, attached as Exhibit C to the Declaration of Condominium Ownership for Belleek Condominium as originally recorded, is amended by substituting in lieu thereof a new schedule entitled Percent Ownership of Belleek Condominium, Exhibit C (First Amended), attached hereto and incorporated herein by reference, which amendment accurately reflects all additions and changes to any and all Belleek Condominium units to date.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of this 30th day of May, 1984.

Thomas C. Faciszewski
Thomas C. Faciszewski
Owner of Unit 1-A
4436 McPherson

On this 30th day of May, 1984, personally appeared before me Thomas C. Faciszewski, owner of the aforesaid Belleek Condominium unit and who declared that he signed the foregoing instrument of his own free act and deed.

Duncan B. Blount
Notary Public

My Commission Expires:

October 24, 1984

Louis Falzer
Louis Falzer
Owner of Unit 1-C
4436A McPherson

On this ___ day of ___, 1984, personally appeared before me Louis Falzer, owner of the aforesaid Belleek Condominium unit and who declared that he signed the foregoing instrument of his own free act and deed.

Notary Public

My Commission Expires:

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JUL 19 1984
McPHERSON MGT.

Dale M. Murphy
Dale M. Murphy
Martha J. Murphy
Martha J. Murphy
Owners of Unit 3-A
4462 McPherson

On this 20th day of May, 1984, personally appeared before me Dale M. Murphy and Martha J. Murphy, owners of the aforesaid Belleek Condominium unit and who declared that they signed the foregoing instrument of their own free act and deed.

Deborah B. Lord
Notary Public

My Commission Expires:

October 24, 1984

Jack Lordo
Jack Lordo
Robin R. Lordo
Robin R. Lordo
Owners of Unit 3-C
4462A McPherson

On this 20th day of May, 1984, personally appeared before me Jack Lordo and Robin A. Lordo, owners of the aforesaid Belleek Condominium unit and who declared that they signed the foregoing instrument of their own free act and deed.

Deborah B. Lord
Notary Public

My Commission Expires:

October 24, 1984

Robert B. Hess
Robert B. Hess
Mary Lou Hess
Mary Lou Hess
Owners of Unit 3-B
4464 McPherson

On this 20th day of May, 1984, personally appeared before me Robert B. Hess and Mary Lou Hess, owners of the aforesaid Belleek Condominium unit and who declared that they signed the foregoing instrument of their own free act and deed.

Deborah B. Lord
Notary Public

My Commission Expires:

October 24, 1984

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JUL 19 1984
McPHERSON MGT.

Joseph C. Stothert, Jr.

Jean L. Stothert
Owners of Unit 2-C
4446A McPherson

On this 2nd day of May, 1984, personally appeared before me Joseph C. Stothert, Jr. and Jean L. Stothert, owners of the aforesaid Belleek Condominium unit and who declared that they signed the foregoing instrument of their own free and deed.

Notary Public

My Commission Expires:

October 24, 1984

Jonathon D. Roman
Owner of Unit 2-B
4448 McPherson

On this 20th day of May, 1984, personally appeared before me Jonathon D. Roman, owner of the aforesaid Belleek Condominium unit and who declared that he signed the foregoing instrument of his own free act and deed.

Notary Public

My Commission Expires:

October 24, 1984

Stefanie Ann Lenway
Owner of Unit 2-D
4448A McPherson

On this 20th day of May, 1984, personally appeared before me Stefanie Ann Lenway, owner of the aforesaid Belleek Condominium unit and who declared that she signed the foregoing instrument of her own free act and deed.

Notary Public

My Commission Expires:

October 24, 1984

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McPHERSON MGT.

Jose A. Perez
Owner of Unit 1-B
4438 McPherson

On this 20th day of May, 1984, personally appeared before me Jose A. Perez, Owner of the aforesaid Belleek Condominium unit and who declared that he signed the foregoing instrument of his own free act and deed.

Raymond B. Briggs
Notary Public

My Commission Expires:

October 24, 1984

Marigale Briggs
Owner of Unit 1-D
4438A McPherson

On this ____ day of _____, 1984, personally appeared before me Marigale Briggs, owner of the aforesaid Belleek Condominium unit and who declared that she signed the foregoing instrument of her own free act and deed.

Raymond B. Briggs
Notary Public

My Commission Expires:

John A. Davidson
John A. Davidson

Barbara P. Davidson
Barbara P. Davidson
Owners of Unit 2-A
4446 McPherson

On this 20th day of May, 1984, personally appeared before me John A. and Barbara P. Davidson, owners of the aforesaid Belleek Condominium unit and who declared that they signed the foregoing instrument of their own free act and deed.

Raymond B. Briggs
Notary Public

My Commission Expires:

October 24, 1984

IM 494 PAGE 758 RECEIVED
JUL 19 1984
McPHERSON MGT.

Robert B. Hess
Robert B. Hess

Mary Lou Hess
Mary Lou Hess
Owners of Unit 3-D
4464A McPherson

On this 20th day of May, 1984, personally
appeared before me Robert B. Hess and Mary Lou Hess, owners of the
aforesaid Belleek Condominium unit and who declared that they
signed the foregoing instrument of their own free act and deed.

Robert B. Hess
Notary Public

My Commission Expires:

October 24, 1984

Robert C. Jolly
Robert C. Jolly
Owner of Unit 4-A
4466 McPherson

On this 21st day of May, 1984, personally
appeared Robert C. Jolly, owner of the aforesaid Belleek Condo-
minium unit and who declared that he signed the foregoing instrument
of his own free act and deed.

Robert C. Jolly
Notary Public

My Commission Expires:

October 24, 1984

Virginia M. Herrmann
Virginia M. Herrmann
Owner of Unit 4-C
4466A McPherson

On this 20th day of May, 1984, personally
appeared before me Virginia M. Herrmann, owner of the aforesaid
Belleek Condominium unit and who declared that she signed the
foregoing instrument of her own free act and deed.

Virginia M. Herrmann
Notary Public

My Commission Expires:

October 24, 1984

RECEIVED
JUL 19 1984
McPHERSON MGT.Robert L. TateRobert L. Tate
Owner of Unit 4-B
4468 McPherson

On this 14 day of August, 1984 personally
appeared before me Robert L. Tate, owner of the aforesaid
Belleek Condominium unit and who declared that he signed the
foregoing instrument of his own free act and deed.

Deanna B. Tate
Notary Public

My Commission Expires:

October 24, 1984Ms. Verna Jo DicksonMs. Verna Jo Dickson
Owner of Unit 4-D
4468A McPherson

On this 20th day of May, 1984, personally
appeared before me Verna Jo Dickson, owner of the aforesaid
Belleek Condominium unit and who declared that she signed the
foregoing instrument of her own free act and deed.

Deanna B. Tate
Notary Public

My Commission Expires:

October 24, 1984William F. Grebenc
William F. GrebencSusan M. Grebenc
Susan M. Grebenc
Owners of Unit 5-A
4471 Pershing

On this 20th day of May, 1984, personally
appeared before me William F. Grebenc and Susan M. Grebenc,
owners of the aforesaid Belleek Condominium unit and who declared
that they signed the foregoing instrument of their own free act
and deed.

Deanna B. Tate
Notary Public

My Commission Expires:

October 24, 1984

AMENDMENT TO DECLARATION OF
BELLEEK CONDOMINIUM, INC.

The undersigned, being all of the unit owners of BELLEEK CONDOMINIUM, INC., hereby amend the DECLARATION OF CONDOMINIUM OWNERSHIP FOR BELLEEK CONDOMINIUM, as recorded in the City of St. Louis Recorder of Deeds' office at Book 278M, Page 564, and as amended by an amendment recorded at Book 281, Page 758, pursuant to the terms of Article Nineteen, Paragraphs C and D thereof, to-wit:

1. The Percent Ownership of Belleek Condominium, attached as Exhibit C to the Declaration of Condominium Ownership for Belleek Condominium as originally recorded, is amended by substituting in lieu thereof a new schedule entitled Percent Ownership of Belleek Condominium, Exhibit C (First Amended), attached hereto and incorporated herein by reference, which amendment accurately reflects all additions and changes to any and all Belleek Condominium units to date.

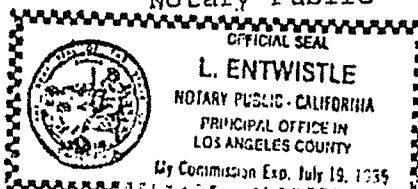
IN WITNESS WHEREOF, the undersigned have executed this Amendment as of this 15 day of ^{MARCH} ~~May~~, 1984. 1985. JZ

Louis Falzer
Louis Falzer
Owner of Unit 1-C
4436A McPherson

On this 15th day of MARCH, ¹⁹⁸⁵ ~~1984~~, personally appeared before me Louis Falzer, owner of the aforesaid Belleek Condominium unit and who declared that he signed the foregoing instrument of his own free act and deed.

L. Entwistle
Notary Public

My Commission Expires: _____



AMENDMENT TO DECLARATION OF
BELLEEK CONDOMINIUM, INC.

The undersigned, being all of the unit owners of BELLEEK CONDOMINIUM, INC., hereby amend the DECLARATION OF CONDOMINIUM OWNERSHIP FOR BELLEEK CONDOMINIUM, as recorded in the City of St. Louis Recorder of Deeds' office at Book 278M, Page 564, and as amended by an amendment recorded at Book 281, Page 758, pursuant to the terms of Article Nineteen, Paragraphs C and D thereof, to-wit:

1. The Percent Ownership of Belleek Condominium, attached as Exhibit C to the Declaration of Condominium Ownership for Belleek Condominium as originally recorded, is amended by substituting in lieu thereof a new schedule entitled Percent Ownership of Belleek Condominium, Exhibit C (First Amended), attached hereto and incorporated herein by reference, which amendment accurately reflects all additions and changes to any and all Belleek Condominium units to date.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of this 4 day of ^{January}~~May~~, 1984.

Marigale Briggs
Marigale Briggs
Owner of Unit 1-D
4438A McPherson

On this 4th day of JANUARY, 1984, personally appeared before me Marigale Briggs, owner of the aforesaid Belleek Condominium unit and who declared that she signed the foregoing instrument of her own free act and deed.

Notary Public
Notary Public

My Commission Expires:

3/31/86

RECEIVED
JUL 19 1984
McPHERSON MGT.

Michael O. Brady
Michael Brady
Owner of Unit 5-B
4471A Pershing

On this 25TH day of JUNE 85, 1984, personally appeared before me Michael Brady, owner of the aforesaid Belleek Condominium unit and who declared that he signed the foregoing instrument of his own free act and deed.

Notary P. Rie
Notary Public

My Commission Expires:

JUNE 13, 1987



RECEIVED
JUL 19 1984
McPHERSON MGT.

PERCENT OWNERSHIP OF
BELLEEK CONDOMINIUMS
EXHIBIT C (FIRST AMENDED)

Unit Address and Unit No.	Unit Area In Sq. Ft.	% of Total Unit Area
4436 McPherson 1-A	1,220	4.354
4438 McPherson 1-B	1,412	5.039
4436A McPherson 1-C	1,496	5.338
4438A McPherson 1-D	1,509	5.385
4446 McPherson 2-A	1,340	4.782
4448 McPherson 2-B	1,340	4.782
4446A McPherson 2-C	1,510	5.388
4448A McPherson 2-D	1,506	5.374
4462 McPherson 3-A	1,805	6.441
4464 McPherson 3-B	1,787	6.377
4462A McPherson 3-C	1,733	6.184
4464A McPherson 3-D	1,716	6.123
4466 McPherson 4-A	1,485	5.299
4468 McPherson 4-B	1,495	5.335
4466A McPherson 4-C	1,728	6.166
4468A McPherson 4-D	1,723	6.149
4471 Pershing 5-A	1,495	5.335
4471A Pershing 5-B	<u>1,723</u>	<u>6.149</u>
	28,023	100.000

END OF DOCUMENT

BOOK PAGE
01252007-0110

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED ON
01/25/2007 12:08PM

SHARON QUIGLEY CARPENTER
RECORDER OF DEEDS

PAGES: 12
AMOUNT DUE: \$78.00

Clerk:
15597338200000 403900

Space Above Line Reserved For Recorder's Use

1. **Title of Document:** Fourth Amendment to Declaration of Condominium Ownership for Belleek Condominium
2. **Date of Document:** January 23, 2007
3. **Grantor(s):**
John B. Butler and Craddock B. Butler
2016 Bay Drive, Apt. #407
Miami, FL 33141

Richard W. Cox and India W. Cox
2176 N. Station Avenue
Merced, CA 95340

Belleek Condominium, Inc.
c/o Greg Pohlman, Treasurer
11500 Olive Blvd., Suite 188
St. Louis, MO 63141
4. **Grantee(s) :** Same as above
5. **Statutory Mailing Address(es):** Same as above
6. **Legal description:** See Exhibit A, which is annexed to the document.
7. **Reference(s) to Book and Page(s):** N/A

**FOURTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR BELLEEK CONDOMINIUM**

THIS AMENDMENT is made and entered into this 23rd day of January, 2007, by John B. Butler and Craddock B. Butler, husband and wife, ("**Butler**"); PHH Mortgage Corporation ("**PHH**"), a corporation organized and existing under the laws of New Jersey, f/k/a Cendant Mortgage Corporation, attorney-in-fact for Merrill Lynch Credit Corporation, a corporation organized and existing under the laws of Delaware; Mortgage Electronic Registration Systems, Inc., a corporation organized and existing under the laws of Delaware ("**MERS**"); Richard W. Cox and India W. Cox, husband and wife, ("**Cox**"), and Greg Pohlman, as authorized representative of Belleek Condominium, Inc., a Missouri not-for-profit corporation (the "**Association**") on behalf of the unit owners of Belleek, pursuant to written consent of the Board of Managers ("**Belleek**").

A. **WHEREAS**, the original plat of Belleek Condominium Phase II dated October 8, 1981, was prepared by Pitzman's Co. of Surveyors & Engineers, Order No. 49367, and recorded at Plat Book 46, Pages 23-25 of the records of the City of St. Louis Recorder of Deeds (the "**Original Plat**"), and

B. **WHEREAS**, the Declaration of Condominium Ownership for Belleek Condominium dated July 24, 1981, is recorded at Book 278, page 564 of the records of the City of St. Louis Recorder of Deeds, as amended (the "**Declaration**"), and

C. **WHEREAS**, Article Three, Section A of the Declaration states: "No unit owner shall, by deed, plat, or otherwise, subdivide or in any other manner cause his unit to be separated into any tracts or parcels smaller than the whole unit as shown on the Plat to be recorded simultaneously herewith and as identified by the surveys attached hereto", and

D. **WHEREAS**, Article Seven, Section B of the Declaration states: "Except for storage spaces designated by the Board of Managers, there shall be no obstruction of any portion of the common elements nor any storage in the common elements without prior written consent of the Board of Managers", and

E. **WHEREAS**, Article Eleven of the Declaration states: "The real estate taxes of each unit are to be separately paid by each unit owner as provided in the [Condominium Property] Act", and

F. **WHEREAS**, Article Fifteen, Section C of the Declaration states: "No alterations of any common elements or any additions or improvements thereto, shall be made by any unit owner without the prior written approval of the Board of Managers", and

G. **WHEREAS**, Article Nineteen, Section D of the Declaration requires the execution by the unit owner concerned, and the holder of any deed of trust thereon, of any amendment of the Declaration that either increases or decreases such unit owner's interest in his unit or in the share of the common elements appurtenant to it or that increases such unit owner's share of the common expenses, and

H. **WHEREAS**, Article Nineteen, Section C and Article Twenty-One, Section A of the Declaration permits the Board of Managers, as trustees on behalf of the unit owners of Belleek, to amend the Declaration pursuant to written consent given by not less than sixty-six percent (66%)

of all of said unit owners, effective upon the recording of such amendment in the Office of the Recorder of Deeds of the City of St. Louis, and

I. **WHEREAS**, the Declaration has been amended three times, as follows: (1) by the amendment dated August 19, 1981, recorded at Book 281, page 758 of the records of the City of St. Louis Recorder of Deeds ("**First Amendment**"), (2) by the amendment dated October 13, 1981, recorded at Book 286, page 2129 of the records of the City of St. Louis Recorder of Deeds ("**Second Amendment**"), and (3) by the amendment(s) dated on or about May 20, 1984, recorded at Book 494, page 754-763 (collectively "**Third Amendment**"), and

J. **WHEREAS**, Exhibit C to the Third Amendment to the Declaration states that Unit 3B consists of 1,787 square feet (6.377%) and Unit 3D consists of 1716 square feet (6.123%), and

K. **WHEREAS**, Butler is the owner of Unit 3B of Belleek, and

L. **WHEREAS**, PHH is attorney-in-fact for Merrill Lynch Credit Corporation, a corporation organized and existing under the laws of Delaware, which is the holder of the first deed of trust, dated March 4, 2004 and recorded against Unit 3B of Belleek on April 28, 2004 at Book 04282004, Page 331 of the records of the City of St. Louis Recorder of Deeds, and

M. **WHEREAS**, MERS is the named beneficiary under the second deed of trust, dated February 8, 2005, and recorded against Unit 3B of Belleek on February 23, 2005 at Book 02232005, Page 342 of the records of the City of St. Louis Recorder of Deeds, and

N. **WHEREAS**, Butler, and/or Butler's predecessor in interest, as owner of both Unit 3B and Unit 3D before February 26, 2001, without amending the Declaration, reallocated the square footage between the Units and, without obtaining prior written approval of the Board of Managers, obstructed and altered common areas, and

O. **WHEREAS**, the Association has asserted a claim against Butler for violating Article Three, Article Seven and Article Fifteen of the Declaration, as set forth above, and

P. **WHEREAS**, Cox is the owner of Unit 3D of Belleek, and

Q. **WHEREAS**, Cox warrants and represents that the first deed of trust, dated March 19, 2003, and recorded against Unit 3D of Belleek at Book 04022003, Page 87 of the records of the City of St. Louis Recorder of Deeds, has been fully paid and satisfied; that Bank of America has acknowledged receipt of full payment of loan 6325185806 on November 11, 2006, and that a deed of release for said first deed of trust shall be timely recorded in the records of the St. Louis City Recorder of Deeds office, and

R. **WHEREAS**, Cox has asserted a claim against Butler for trespass to Unit 3D, in intentionally and physically invading the space allocated to Unit 3D, including the second floor, stairwell, garage space and storage space, and

S. **WHEREAS**, since the purchase of Unit 3D by Cox, Cox has paid real estate taxes to the City of St. Louis for Unit 3D consisting of 1,716 square feet, which included Five Hundred Twenty-Nine (529) square feet made inaccessible to Cox by Butler, and/or Butler's predecessor in interest, and

T. **WHEREAS**, Cox has asserted a claim against Butler for certain real estate taxes paid by Cox to the City of St. Louis for the time period beginning March 21, 2003 through December 31, 2006 for the areas of Unit 3D made inaccessible to Cox by Butler, and/or Butler's predecessor in interest, and

U. **WHEREAS**, disputes among the parties existed as to the validity of such claims against Butler and as to the proper allocation of condominium assessments, and

V. **WHEREAS**, in order to settle such disputes and to avoid litigation, and the expenses and troubles connected with it, the parties agreed upon a full and final settlement and compromise on the terms and conditions set forth in that certain Settlement and Release Agreement ("**Settlement**") dated November ____, 2006 by and among Butler, Cox and the Association, and

W. **WHEREAS**, in accordance with the provisions of the Settlement, the Original Plat was amended by substituting in lieu thereof a new Plat entitled First Amended Plat of Belleek Condominium Phase II ("**Amended Plat**"), which is recorded at Plat Book 01252007, Page 011, of the records of the City of St. Louis Recorder of Deeds, and incorporated herein by reference, and which Amended Plat accurately reflects all additions and changes to any and all Belleek Condominium Phase II units to date, and

X. **WHEREAS**, in accordance with the provisions of the Settlement, the parties are desirous of amending the Declaration in certain respects, and

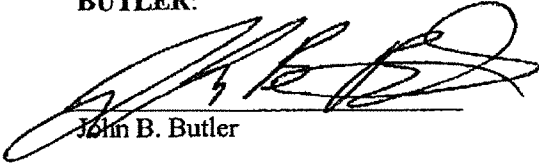
NOW, THEREFORE, in consideration of the premises, the parties hereto have agreed and hereby approve and adopt the following amendment to the Declaration:

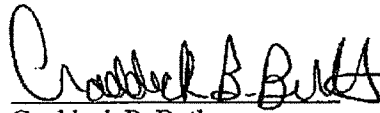
Exhibit C to the Third Amendment to the Declaration, which is entitled "Percent Ownership of Belleek Condominium (First Amended)" is hereby amended by substituting in lieu thereof a new exhibit attached hereto as Exhibit A and incorporated herein by reference, which exhibit is entitled "Percent Ownership of Belleek Condominium (Second Amended)", and which accurately reflects the changes to Unit 3B and Unit 3D as shown on the Amended Plat for Belleek Condominium Phase II.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of this
24th day of November, 2006.

BUTLER:

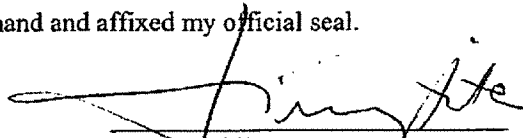

John B. Butler


Craddock B. Butler

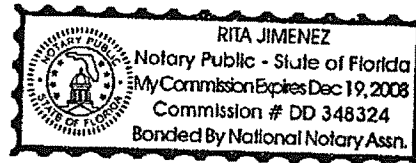
~~State of Florida~~
STATE OF MISSOURI)
COUNTY OF ~~ST. LOUIS~~) ss.
CITY OF)

On this 24th day of November in the year 2006, before me, Rita Jimenez, a Notary Public in and for said state, personally appeared John B. Butler and Craddock B. Butler, husband and wife, known to me to be the persons who executed the within Amendment and acknowledged to me that they executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.


Notary Public

My commission expires: 12/19/08



PHH

PHH Mortgage Corporation, a New Jersey corporation, f/k/a Cendant Mortgage Corporation,
attorney-in-fact for Merrill Lynch Credit Corporation, a Delaware corporation

By:

Betty Selwood

Print:

Betty Selwood

Title:

Asst Secretary

STATE OF New Jersey)

CITY OF Burlington)

ss.

On this ^{7DD} 23 day of January in the year 2006, before me, Dorothy J. Demarco, a Notary
Public in and for said state, personally appeared Betty Selwood,
Asst Secretary of PHH Mortgage Corporation, a New Jersey
corporation, f/k/a Cendant Mortgage Corporation, attorney-in-fact for Merrill Lynch Credit
Corporation, a Delaware corporation, known to me to be the person who executed the within
Amendment in behalf of said corporations and acknowledged to me that he/she executed the same
for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

Dorothy J. Demarco
Notary Public

My commission expires: 11-15-07

DOROTHY J DEMARCO
NOTARY PUBLIC OF CAMDEN COUNTY
MY COMMISSION EXPIRES NOV 15, 2007

MERS:

Mortgage Electronic Registration Systems, Inc., a Delaware corporation

By: Jenny Brouwer

Print Name: Jenny Brouwer

Print Title: Assistant Secretary



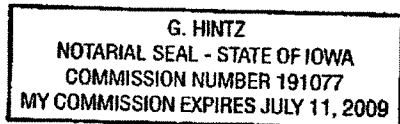
STATE OF IOWA)

ss.

COUNTY OF BLACK HAWK)

On this 14TH day of December in the year 2006, before me, G Hintz, a Notary Public in and for said state, personally appeared Jenny Brouwer, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, known to me to be the person who executed the within Amendment in behalf of said corporation and acknowledged to me that she executed the same for the purposes therein stated.

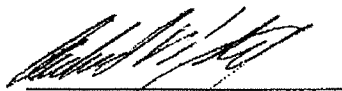
In Testimony Whereof, I have set my hand and affixed my official seal.




G Hintz
G Hintz, Notary Public

My commission expires: 07/11/2009

COX:


Richard W. Cox


India W. Cox

STATE OF MISSOURI)
)
CITY OF). ss.

On this ____ day of _____ in the year 2006, before me, _____, a Notary Public in and for said state, personally appeared Richard W. Cox, India W. Cox, husband and wife, known to me to be the persons who executed the within Amendment and acknowledged to me that they executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.

**SEE ATTACHED FORM FOR
NOTARY CERTIFICATE**

Notary Public

My commission expires: _____

ACKNOWLEDGMENT

State of: California
County of: San Luis Obispo

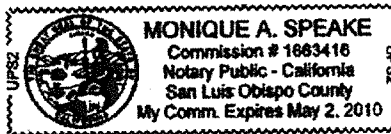
On November 21, 2006, before me Monique A. Speake, Notary Public
(here insert name and title of the officer)
personally appeared Richard W. Cox and India W. Cox

~~Personally known to me (or proved to me on the basis of satisfactory evidence)~~
to be the person (s) whose name(s) ~~is~~ are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon be half of which the person(s) acted, executed
the instrument.

WITNESS my hand and official seal

Signature

Monique A. Speake



(Seal)

ASSOCIATION:

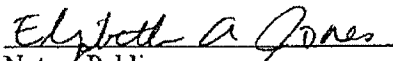
Belleek Condominiums, Inc., a Missouri nonprofit corporation

By: 
Greg Pohlman, Treasurer

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

On this 20th day of November in the year 2006, before me, Elizabeth A. Jones, a Notary Public in and for said state, personally appeared Greg Pohlman, Treasurer of Belleek Condominiums, Inc., known to me to be the person who executed the within Amendment in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

In Testimony Whereof, I have set my hand and affixed my official seal.


Notary Public

My commission expires: 5/18/08

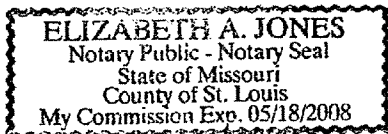


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

BELLER CONDOMINIUM

The Western 50 feet of the Northern 160 feet of Lot 19 of Nathan Coleman's Subdivision and in Block 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly of 160 feet.

A Lot in Block 3897 of the City of St. Louis, fronting 11.44 feet on the South line of McPherson Avenue by a depth Southwardly of 170 feet 6 inches, bounded on the West by a line 238.66 feet West of the East line of Taylor Avenue, being property conveyed to Myles E. Pomeroy and wife by deed recorded in Book 181M page 539.

Part of Lots Nos. 19 and 20 of Nathan Coleman's Subdivision in Block No. 47 of Peter Lindell's Second Addition and in Block No. 3897 of the City of St. Louis, beginning at a point in the North line of Pershing Avenue, 292 feet 6-1/2 inches East of the East line of Taylor Avenue, thence Northwardly 144 feet 2-5/8 inches to a point distant 283 feet 4 inches East of the East line of Taylor Avenue, thence Eastwardly 33 feet 4 inches, thence Southwardly 135 feet 7 inches to the North line of Pershing Avenue, thence Westwardly along the North line of Pershing Avenue 34 feet 5 inches to the point of beginning.

The Eastern 50 feet of the Northern 160 feet of Lot No. 20 of Nathan Coleman's Subdivision of Block No. 47 of Peter Lindell's Second Addition, and in Block No. 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly, between parallel lines, of 160 feet.

EXHIBIT A

Percent Ownership of Belleek Condominiums (Exhibit C (Second Amended) to Third Amendment to Declaration)

<u>Unit Address and Unit No.</u>	<u>Unit Area In Square Feet</u>	<u>% of Total Unit Area</u>
4436 McPherson 1-A	1,220 sq. ft.	4.354%
4438 McPherson 1-B	1,412	5.039
4436A McPherson 1-C	1,496	5.338
4438A McPherson 1-D	1,509	5.385
4446 McPherson 2-A	1,340	4.782
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4464 McPherson 3-B	2,316	8.265
4462A McPherson 3-C	1,733	6.184
4464A McPherson 3-D	1,187	4.235
4466 McPherson 4-A	1,485	5.299
4468 McPherson 4-B	1,495	5.335
4466A McPherson 4-C	1,728	6.166
4468A McPherson 4-D	1,723	6.149
4471 Pershing 5-A	1,495	5.335
4471A Pershing 5-b	<u>1,723</u>	<u>6.149</u>
	<u>28,023 sq. ft.</u>	<u>100.00%</u>

F:\WPDATA\Belleek Condominiums\Butler & Blair.14R\Amendment to Declaration\Amendment to declaration belleek condo
v4.clean.1.23.2007.doc

END OF DOCUMENT

PAGES 1 THROUGH 120

-9

BOOK PAGE
09182024-0123

RECORDER OF DEEDS
CITY OF ST. LOUIS
RECORDED-CERTIFIED ON
09/18/2024 03:20 PM

MICHAEL BUTLER
RECORDER OF DEEDS

PAGES: 21
AMOUNT DUE: 123.00
5674232

THIS DOCUMENT WAS eRECORDED

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

Date of Document: September 9, 2024

Title of Document: Fifth Amendment to the Declaration of Condominium
Ownership for Belleek Condominium and By-Laws of Belleek
Condominium, Inc.

Grantor: Belleek Condominium, Inc.

Grantor's Address: c/o Rodmyer-Christel, Inc.
3630 Grandel Square,
St. Louis, MO 63108

Grantee: Belleek Condominium, Inc.

Grantee's Address: c/o Rodmyer-Christel, Inc.
3630 Grandel Square,
St. Louis, MO 63108

Legal Description: See Exhibit A of Attachment A

Reference Book and Page: Declaration of Condominium Ownership for Belleek
Condominium, Book 278, Page 564 (the "Declaration")

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

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

Date of Document: September 9, 2024

Title of Document: Fifth Amendment to the Declaration of Condominium
Ownership for Belleek Condominium and By-Laws of Belleek
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Grantor: Belleek Condominium, Inc.

Grantor's Address: c/o Rodmyer-Christel, Inc.
3630 Grandel Square,
St. Louis, MO 63108

Grantee: Belleek Condominium, Inc.

Grantee's Address: c/o Rodmyer-Christel, Inc.
3630 Grandel Square,
St. Louis, MO 63108

Legal Description: See Exhibit A of Attachment A

Reference Book and Page: Declaration of Condominium Ownership for Belleek
Condominium, Book 278, Page 564 (the "Declaration")

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

**FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BELLEEK CONDOMINIUM AND BY-LAWS OF BELLEEK CONDOMINIUM, INC.**

Attached hereto as Attachment A is the Fifth Amendment to the Declaration of Condominium Ownership for Belleek Condominium and By-Laws of Belleek Condominium, Inc. (the "Amendment"), which was adopted by written ballot sent to the unit owners of Belleek Condominium, which such written ballots are attached hereto as Attachment B and which constitute (i) an instrument signed by 66% of the unit owners as required by Article 19, Section C of the Declaration of Condominium Ownership for Belleek Condominium dated July 24, 1981 and recorded in Book 278, Page 564 of the Office of the Recorder of Deeds of St. Louis City, Missouri (as amended, the "Declaration") and (ii) an instrument approved by a majority of the unit owners as required by Article VI, Section 1 of the By-Laws of Belleek Condominium, Inc. recorded as Exhibit B to the Declaration (the "Bylaws"). The Amendment amends the Declaration and Bylaws and is effective upon its recording in the Office of the Recorder of Deeds for St. Louis City, Missouri.

BELLEEK CONDOMINIUM, INC.

By: Braeden Benedict

Name: Braeden Benedict

Title: President, Belleek Condominium, Inc

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

On this 9th day of September, 2024 before me appeared Braeden Benedict the President of Belleek Condominium, Inc., known to me to be the person who executed the within instrument on behalf of said Association and acknowledged that he/she executed the same for the purposes therein contained.

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

Margaret A. Gianoulis
Notary Public

My term expires: 07.24.2028

MARGARET A. GIANOULIS Notary Public - Notary Seal STATE OF MISSOURI St. Louis County My Commission Expires: July 04, 2028 Commission #12411782

ATTACHMENT A

*[See Attached Fifth Amendment to the Declaration of Condominium Ownership for Belleek Condominium
and By-Laws of Belleek Condominium, Inc.]*

**FIFTH AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
BELLEEK CONDOMINIUM AND BY-LAWS OF BELLEEK CONDOMINIUM, INC.**

The undersigned unit owners, constituting at least 66% of the total unit owners, do hereby provide their written consent in favor of approving this Fifth Amendment to the Declaration of Condominium Ownership for Belleek Condominium and By-Laws of Belleek Condominium, Inc. (this "***Amendment***") which such Amendment amends the Declaration (defined below) and is effective upon recording in the Office of the Recorder of Deeds for St. Louis City, Missouri (the "***Effective Date***").

RECITALS

WHEREAS, Belleek Condominium, Inc., a Missouri nonprofit corporation (the "***Association***") is subject to that certain Declaration of Condominium for Belleek Condominium dated July 24, 1981 and recorded in Book 278, Page 564 of the Office of the Recorder of Deeds of St. Louis City, Missouri, as amended by that certain Amendment to Declaration of Condominium Ownership for Belleek Condominium dated August 19, 1981, recorded in Book 281, Page 758 of the Office of the Recorder of Deeds of St. Louis City, Missouri, as further amended by that certain Amendment to Declaration of Condominium Ownership for Belleek Condominium dated October 13, 1981, recorded in Book 286, Page 2129 of the Office of the Recorder of Deeds of St. Louis City, Missouri, as further amended by that certain Amendment to Declaration of Belleek Condominium, Inc. dated May 20, 1984, recorded in Book 494, Page 754 of the Office of the Recorder of Deeds of St. Louis City, Missouri, as further amended by that certain Fourth Amendment to Declaration of Condominium Ownership for Belleek Condominium dated January 23, 2007, recorded in Book 1252007, Page 110 of the Office of the Recorder of Deeds of St. Louis City Missouri (the "***Declaration***") subjecting the real estate described on Exhibit A, attached hereto and incorporated herein (the "***Condominium***") to the terms and conditions set forth in the Declaration;

WHEREAS, reference is hereby made to the Declaration for all purposes, and any and all capitalized terms used herein shall have the meaning set forth in the Declaration, unless otherwise specified in this Amendment.

WHEREAS, the Association is subject to By-Laws of Belleek Condominium, Inc. recorded as Exhibit B to the Declaration (the "***Bylaws***");

WHEREAS, Article 19, Section C of the Declaration provides that the Declaration may be amended pursuant to the written consent given by not less than 66% of the total unit owners.

WHEREAS, Article VI, Section 1 of the Bylaws provides that the Bylaws may be amended or modified from time to time by action or approval of a majority of the unit owners.

WHEREAS, the Unit Owners desire to amend the Declaration and Bylaws as provided herein.

NOW THEREFORE, pursuant to Article 19, Section C of the Declaration, this Amendment has been approved by at least 66% of the total unit owners and pursuant to Article VI, Section 1 of the Bylaws, this Amendment has been approved by a majority of unit owners, accordingly the Declaration and Bylaws are hereby amended as follows:

1. Declaration Amendments. The Declaration is hereby amended, as of the Effective Date, as follows:

a. Article One, Section R of the Declaration is hereby deleted in its entirety and replaced with the following:

“(R) “limited common elements”, those portions of the common elements designated on the plat and in this Declaration as limited common elements which are reserved for the exclusive use of a certain unit owner, including: shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, skylights, garage doors, garage interiors and all exterior doors and windows or other fixtures designed to serve a single unit owner, but located outside the unit’s boundaries.”

b. Article Fourteen is hereby amended by adding the following new Section D.

“D. The Association, shall be responsible for the maintenance, repair and replacements of the limited common elements, other than those items set forth in Article Fourteen, Section A, which are the responsibility of the unit owner. Any common expenses associated with the maintenance, repair or replacement of a limited common element which is the responsibility of the Association shall be assessed against the unit having the exclusive use of said limited common element. If two (2) or more units benefit from such limited common element, the Association may assess the cost against such units equally or on any other basis deemed equitable by the Association under the circumstances. Routine or anticipated expenses in connection with the limited common elements for which the Association is responsible may be budgeted and included in the assessments against the units benefitted, and other expenses may be recovered by a supplemental assessment against the unit benefitted.”

c. Article Fourteen is hereby amended by adding the following new Section E.

“E. Notwithstanding the duty of the Association to maintain, manage, operate, repair and replace parts of the property, the Association shall not be liable for any act, omission, injury or damage, except that which is due to the willful or gross negligence of the Association.

2. Bylaws Amendment. The Bylaws are hereby amended, as of the Effective Date, as follows:

a. Article IV, Section 7 of the Bylaws is hereby deleted in its entirety and replaced with the following:

“Section 7. The Board shall not approve any capital expenditures in excess of Ten Thousand Dollars (\$10,000.00), nor enter into any contracts for more than three (3) years, without the approval a majority of the unit owners (as such majority is defined in the Declaration).”

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

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

5. Headings. Underlined headings used in this Amendment are solely for the convenience of reference and shall not govern the interpretation of any of the provisions of this Amendment.

6. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which shall constitute together but one and the same document.

[Remainder of page intentionally left blank.]

EXHIBIT A

Legal Description

The Western 50 feet of the Northern 160 feet of Lot 19 of Nathan Coleman's Subdivision and in Block 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly of 160 feet.

A Lot in Block 3897 of the City of St. Louis, fronting 11.44 feet on the South line of McPherson Avenue by a depth Southwardly of 170 feet 6 inches, bounded on the West by a line 238.66 feet West of the East line of Taylor Avenue, being property conveyed to Myles E. Pomeroy and wife by deed recorded in Book 181M page 539.

Part of Lots Nos. 19 and 20 of Nathan Coleman's Subdivision in Block No. 47 of Peter Lindell's Second Addition and in Block No. 3897 of the City of St. Louis, beginning at a point in the North line of Pershing Avenue, 292 feet 6-1/2 inches East of the East line of Taylor Avenue, thence Northwardly 144 feet 2-5/8 inches to a point distant 283 feet 4 inches East of the East line of Taylor Avenue, thence Eastwardly 33 feet 4 inches, thence Southwardly 135 feet 7 inches to the North line of Pershing Avenue, thence Westwardly along the North line of Pershing Avenue 34 feet 5 inches to the point of beginning.

The Eastern 50 feet of the Northern 160 feet of Lot No. 20 of Nathan Coleman's Subdivision of Block No. 47 of Peter Lindell's Second Addition, and in Block No. 3897 of the City of St. Louis, fronting 50 feet on the South line of McPherson Avenue, by a depth Southwardly, between parallel lines, of 160 feet.

ATTACHMENT B

[See Attached Written Ballots of the Unit Owners in Favor of the Amendment.]

**WRITTEN CONSENT BALLOT FOR FIFTH AMENDMENT TO DECLARATION OF
CONDOMINIUM OWNERSHIP FOR BELLEEK CONDOMINIUM AND BY-LAWS OF
BELLEEK CONDOMINIUM, INC.**

The undersigned unit owner(s) of a unit in Belleek Condominium, hereby votes as follows regarding the within Fifth Amendment to Declaration of Condominium Ownership for Belleek Condominium and By-Laws of Belleek Condominium, Inc. (the "*Amendment*") and hereby certifies that (i) he, she, or it is the unit owner of the unit; (ii) the undersigned constitute all of the unit owner(s) of such unit; and (iii) such unit owner(s) hereby votes as follows:

- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4468 McPherson Ave. Apt. 4B
St. Louis, MO 63108

UNIT OWNER(S)
NAME: Aaron, Murielle, and Rochelle Ellison

Signature: Rochelle Ellison
Print Name: Rochelle Ellison

Signature: _____
Print Name: _____


**WRITTEN CONSENT BALLOT FOR FIFTH AMENDMENT TO DECLARATION OF
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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4448 McPherson Ave. 2B

UNIT OWNER(S)
NAME: Michelle Connor

Signature: 
Print Name: Michelle Connor
8/27/2024

Signature: _____
Print Name: _____


**WRITTEN CONSENT BALLOT FOR FIFTH AMENDMENT TO DECLARATION OF
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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4436 McPherson Ave #A
St. Louis, MO 63108

UNIT OWNER(S)
NAME: Nguyen Huuynh Tran Nguyen

Signature: 
Print Name: Tran Nguyen

Signature: _____
Print Name: _____


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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4438 McPherson Ave , Unit 1B ,
St. Louis , MO 63108

UNIT OWNER(S)
NAME: Tiankai Yin

Signature: 
Print Name: Tiankai Yin

Signature: _____
Print Name: _____

**WRITTEN CONSENT BALLOT FOR FIFTH AMENDMENT TO DECLARATION OF
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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: _____

4464 McPherson Ave SD

UNIT OWNER(S)
NAME: _____

Henrique Diedericks

Signature: _____

Print Name: _____

[Signature] 8/18/24
Henrique Diedericks

Signature: _____

Print Name: _____

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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4471 Pershing Avenue

UNIT OWNER(S)
NAME: Amanda Hoyt (Palovesik)

Signature: Amanda Hoyt
Print Name: Amanda Hoyt

Signature: _____
Print Name: _____

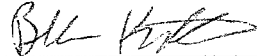
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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4468 McPherson Ave A

UNIT OWNER(S)
NAME: Blake Katsen

Signature: 
Print Name: Blake Katsen

Signature: _____
Print Name: _____

**WRITTEN CONSENT BALLOT FOR FIFTH AMENDMENT TO DECLARATION OF
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UNIT ADDRESS:

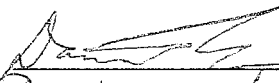
1448 A MCPHERSON
ST. LOUIS, MO 63108

UNIT OWNER(S)
NAME:

DANIEL SCHIELE

Signature:

Print Name:


Daniel Schiele

Signature:

Print Name:

**WRITTEN CONSENT BALLOT FOR FIFTH AMENDMENT TO DECLARATION OF
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The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.



The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS:

4462 McPHERSON

UNIT OWNER(S)
NAME:

RICHARD T. MOFFITT
SUZANNE E. LOBEAU

Signature:

Print Name:

RICHARD T. MOFFITT

Signature:

Print Name:

SUZANNE E. LOBEAU

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- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4436 McPherson Ave, #A, St. Louis, MO 63108

UNIT OWNER(S)
NAME:

George + Kate McCormick

Signature: _____

Print Name: _____



George McCormick

Signature: _____

Print Name: _____

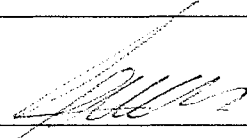
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- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4471, FL 2

UNIT OWNER(S)
NAME: LUCAS STANLE DUARTE SILVA

Signature: 
Print Name: LUCAS STANLE

Signature: _____
Print Name: _____


**WRITTEN CONSENT BALLOT FOR FIFTH AMENDMENT TO DECLARATION OF
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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4466 McPherson Ave Unit 4A
St Louis, Mo 63105

UNIT OWNER(S)
NAME: Braeden Benedict
Kristin Benedict

Signature: 
Print Name: Braeden Benedict

Signature: 
Print Name: Kristin Benedict

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- ☒ The undersigned approves, agrees to, votes in favor of and provides their written consent to the Amendment.
- ☐ The undersigned votes against amending the Declaration and By-Laws as provided for in the Amendment.

UNIT ADDRESS: 4446 McPherson Avenue, 2A

UNIT OWNER(S)
NAME: Barbara J. Seiders

Signature: Barbara J. Seiders
Print Name: Barbara J. Seiders

Signature: _____
Print Name: _____